



Kendall County Board Agenda
Adjourned June Meeting
Kendall County Office Building, 111 W. Fox Street
County Board Room 209, Yorkville, IL 60560
Tuesday July 16, 2024, at 9:00 AM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board minutes from June 04, 2024, and June 18, 2024 ([P. 3](#))
 - B. Approval of Standing Committee minutes ([P. 9](#))
 - C. Approval of Claims in the amount of \$2,893,837.65 from June 30, 2024, and \$1,282,555.37 from July 15, 2024
 - D. Approval of Grant Agreement #322516 Between Illinois Criminal Justice Information Authority and Kendall County ([P. 27](#))
 - E. Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP) ([P. 96](#))
 - F. Approval of Agreement between Voluntary Action Center and County of Kendall ([P. 109](#))
 - G. Approval of Kendall Area Transit Vehicle Lease ([P. 119](#))
 - H. Approval of Animal Control Fee Ordinance Amendment ([P. 126](#))
 - I. Approval of an Agreement for Pace Scheduling Software for the Sheriff's Office in an amount not to exceed \$33,120 ([P. 131](#))
 - J. Approval of Ordinance Establishing Budget Process Guidelines for Budgeted Positions ([P. 144](#))
 - K. Approve Resolution to Appoint Judges of Elections ([P. 161](#))
 - L. Approval of Collective Bargaining Agreement between the County of Kendall, Illinois, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Police Bargaining Unit (Patrol Deputies) effective December 1, 2023, through November 30, 2027 ([P. 162](#))
 - M. Approval of Petition 24-10, a Request from Alex M. Schuster for a Special Use Permit for a Landscaping Business at 2142 Wooley Road, Oswego (PIN: 03-22-400) in Oswego Township; Property is Zoned A-1 ([P. 219](#))
 - N. Approval of Petition 24-11, a Request from James W. Filotto on Behalf of Oakland Avenue Storage, LLC for a Map Amendment Rezoning the Property Between 276 and 514 Route 52 (PIN: 09-13-400-011) in Seward Township from A-1 Agricultural District to B-3 Highway Business District ([P. 233](#))
 - O. Approval of Petition for County aid to build or repair bridge, culvert or drainage structure on Wheeler Road in Kendall Township ([P. 240](#))
 - P. Approve Intergovernmental Agreement between the Kendall County Sheriff's Office and the Oswegoland Park District for ordinance and law enforcement on property located within the County and owned, leased, controlled, or used by the Park District. ([P. 241](#))
10. Old Business
11. New Business
 - A. Facilities Management: Approval of contract with Artlip & Sons for HVAC (maintenance/repair) for County Jail and Animal Control in an amount not-to-exceed \$190,675 ([P. 245](#))
12. Elected Officials and Department Reports
 - A. Sheriff (Report included in packet) ([P. 490](#))
 - B. County Clerk and Recorder (Report included in packet) ([P. 498](#))
 - C. Treasurer (Report included in packet) ([P. 499](#))

- D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner (Report included in packet) ([P. 500](#))
 - G. Health Department
 - H. Supervisor of Assessments
 - I. Regional Office of Education
 - J. EMA (Report included in packet) ([P. 502](#))
 - K. Public Defender (Report included in packet) ([P. 503](#))
 - L. VAC
- 13. Standing Committee Reports
 - 14. Special Committee Reports
 - A. Facilities Management: Phase I and Phase II Construction Update
 - 15. Liaison Reports
 - 16. Other Business
 - 17. Chairman's Report
 - 18. Public Comment
 - 19. Questions from the press
 - 20. Executive Session
 - 21. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
June 4, 2024**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, June 4, 2024, at 6:00 p.m. The Clerk called the roll. Members present: Chairman Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley and Seth Wormley. Member(s) absent: None.

The Clerk reported to the Chairman that a quorum was present to conduct business.

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Ruben Rodriguez gave the invocation.

THE AGENDA

Member Koukol moved to approve the agenda. Member Rodriguez seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Historic Preservation Commission Award

Lisa Wolancevich received the Kendall County Historic Preservation Commission Award for a lifetime of dedication to the field of historic preservation.

PUBLIC COMMENT

Jim Williams spoke about the building and zoning rules and recurrent violators in Boulder Hill. Mr. Williams commented on the confidentiality of claims that are being filed on violators in the area.

Cynthia Lucksinger spoke about an easement that Kendall County needs to maintain near her property. There is too much water coming through the property.

Todd Miliron spoke about FOIA and the information that is available through FOIA.

CONSENT AGENDA

Member Shanley moved to approve the consent agenda. Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion Carried.**

- A. Approval of County Board Meeting Minutes from May 7, 2024
- B. Approval of Standing Committee Meeting Minutes
- C. Approval of Claims in the amount of \$2,444,814.59 as of May 31, 2024
- D. Approval of Contingency Reduction 8A – CSN Electric Sound Inc - Expanding on the current Intrusion Panel that is supporting the Panic Pull Stations: \$6,545. New Contract Amount: \$1,005,178
- E. Approval of Resolution granting the Kendall County Circuit Clerk Authority to enter into agreements with Triedata on behalf of Kendall County Illinois

C. COMBINED CLAIMS: ADMIN \$219.52; ANML CNTRL WRDN \$1,818.02; CIR CLK \$11,078.85; CIR CRT JDG \$4,307.04; CRNR \$534.81; CORR \$4,805.56; CNTY BRD \$1,919,083.73; CNTY CLK \$2,415.60; HIGHWY \$145,221.31; CNTY TRSR \$23,643.96; ELCTN \$5,725.44; EMA DIR \$18,544.53; EMA \$185.37; FCLT MGMT \$7,629.48; GIS COORD \$258.18; HLTH & HMN SRV \$80,119.39; HR \$42.26; JRY COM \$411.41; MRT COMM \$930.50; PBZ \$31.00; PRSDNG JDG \$28,458.92; PROB SPVSR \$25,415.45; PUB DEF \$227.48; ROE \$707.48; SHRF \$26,535.97; ST ATTY \$6,840.48; TECH \$8,896.41; TRSR \$52.28; UTIL \$33,423.06; VET \$1,928.67; FP \$11,686.90; SHF \$12,851.71; SHF \$40,735.09; CVL \$31,735.63;

E) A complete copy of Resolution 24-18 is available in the Office of the County Clerk.

Chairman's Report

Chairman Kellogg stated that the ceremony for the new building will be on June 18, 2024, at 11:00am.

EXECUTIVE SESSION

Member DeBolt made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Gengler moved to adjourn the County Board Meeting until the next scheduled meeting. Member DeBolt seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 8th day of June 2024.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**KENDALL COUNTY BOARD
REGULAR JUNE MEETING
June 18, 2024**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday, June 18, 2024, at 9:09 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Jason Peterson, Ruben Rodriguez, Brooke Shanley, and Seth Wormley. Member(s) absent: None.

The County Clerk reported to the Chairman that a quorum was present to conduct business.

PLEDGE OF ALLEGIANCE

Members of the Kendall County Youth Academy led the Pledge of Allegiance.

INVOCATION

Dr. Shauna Weatherspoon from Habitat for Humanity gave the invocation.

THE AGENDA

Member Flowers moved to approve the agenda. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Juvenile Justice Council Scholarship Winners

Scholarships were presented to Ryan Walsh and Jensen Krantz.

Kendall County Youth Academy

Chris Phillips spoke about the Youth Academy program.

PUBLIC COMMENT

Joan Soltwisch spoke about the Seward Township Land Resource Planning Committee's history.

Bernard Marrow spoke about the Chaplin Program.

Shauna Weatherspoon spoke about how Habitat for Humanity is serving the community.

Margaret Sheehan spoke about elections.

D Studler spoke about allegations being made without proof and native plants.

CONSENT AGENDA

Member Peterson moved to approve the consent agenda.

- A. Approval of County Board minutes from May 21, 2024
- B. Approval of Standing Committee minutes
- C. Approval of Claims in the amount of \$1,903,000.21 for June 15, 2024
- D. Approval of Contingency Reduction #9, Total cost decrease \$32,748; Revised Contract Amount as follows:
Plainfield Grading: \$637,560 (\$11,517 increase) Premium Concrete: \$768,509 (\$844 decrease) Abbey
Paving: \$355,595 (\$51,535 decrease) CSN Electrical: \$1,005,433 (\$255 increase) Twin Oaks
Landscaping: \$90,559 (\$5,859 increase) Otis Elevator: \$94,693 (\$2,000 increase)
- E. Approval of MOU with Kane County for the Management of EPA Climate Pollution Reduction Grant Award
- F. Approval of New Planning, Building & Zoning Department Intern Job Description
- G. Approval of an Amendment to the Fee Agreement with The Horton Group, Inc. in an amount not to exceed \$3,693 per month from July 1, 2024, to December 31, 2024

- H. Approval of Petition 24-06, A Request from Jerry Styrzula on Behalf of A&D Properties, LLC for a Map Amendment Rezoning 7789 Route 47, Yorkville (PIN: 05-09-300-015) in Kendall Township from B-3 Highway Business District to M-1 Limited Manufacturing District
- I. Approval of Petition 24-09, A Request from Tim O'Brien on Behalf of Seward Township for a Major Amendment to the Special Use Permit for a Governmental Building and Facility Granted by Ordinance 2009-31 by Changing the Site Plan at 14719 O'Brien Road, Minooka (PIN: 09-17-400-005) in Seward Township; Property is Zoned A-1 with a Special Use Permit
- J. Approval of Petition 24-15, A Request from the Kendall County Forest Preserve District for a Variance to Section 203 of the Kendall County Stormwater Management Ordinance Regarding Applicability of Site Runoff Storage Requirements at the Subat Forest Preserve Located at 4845 Eldamain Road, Plano (PINs: 01-25-400-009, 01-36-200-022, and 01-36-200-025) in Little Rock Township
- K. Approval of an Intergovernmental Agreement between the Village of Plattville and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, and Stormwater Management within the Jurisdiction of the Village of Plattville for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Plattville to the County of Kendall
- L. Approval of a Contract for Plumbing Inspection Services Between Kendall County and Mayer Construction, LLC, D.B.A. Mayer Plumbing, LLC
- M. Approve Chicago HIDTA Finance Specialist Contract with Kendall County as the Fiduciary Agent effective July 22, 2024, through July 21, 2025, in the annual amount of \$78,790.40 with an annual increase as set by congress for cost of living.

Member Rodriguez seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$10,850.31; ANML CNTRL WRDN \$2,170.17; ASSMTS \$88.80; CIR CLK \$64,825.50; CIR CRT JDG \$12,738.30; COMB CT SRVS \$7,146.90; CRNR \$1,672.87; CNTY ADMN \$110,236.07; CNTY BRD \$90,418.73; CNTY CLK \$1,703.27; HIGHWY \$892,370.96; CNTY TRSR \$3,251.67; EMA DIR \$37.80; EMA \$1,131.31; FCLT MGMT \$67,549.17; FRMLND RVW \$63.86; GIS COORD \$1,482.03; HLTH & HMN SRV \$108,665.43; JRY COM \$298.77; PBZ SR PLNNR \$2,389.19; PBZ \$2,544.48; PRSDNG JDG \$10,631.42; PROB SPVSR \$12,243.72; PUB DEF \$11,176.52; ROE \$7,316.58; SHRF \$50,502.95; TECH \$3,166.77; UTIL \$40,320.87; VET \$5,091.27; FP \$20,717.92; SHF \$14,263.33; SHF \$56,510.13; CVL \$310,141.06

H) A complete copy of Ordinance 24-17 is available in the Office of the County Clerk.

I) A complete copy of Ordinance 24-18 is available in the Office of the County Clerk.

J) A complete copy of Ordinance 24-19 is available in the Office of the County Clerk.

K) A complete copy of IGAM 24-16 is available in the Office of the County Clerk.

L) A complete copy of IGAM 24-17 is available in the Office of the County Clerk.

NEW BUSINESS

Liquor Control Ordinance

Member Shanley moved to approve the Kendall County Liquor Control Commission Ordinance Increasing the Number of Class H Licenses. Member Peterson seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinances 24-20 and 24-21 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Richardson reviewed the report in the packet.

County Clerk & Recorder

Revenue Report		5/1/24-5/31/24	5/1/23-5/31/23	5/1/22-5/31/22
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$601.00	\$589.50	\$749.50
MARFEE	County Clerk Fees - Marriage License	\$1,620.00	\$1,950.00	\$1,680.00

CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$40.00	\$40.00	\$40.00
CRTCOP	County Clerk Fees - Certified Copy	\$1,874.00	\$1,530.00	\$2,100.00
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$295.00
MISINC	County Clerk Fees - Misc	\$549.65	\$49.00	\$34.98
	County Clerk Fees - Misc Total	\$4,684.65	\$4,158.50	\$4,899.48
RECREE	County Clerk Fees - Recording	\$22,726.00	\$20,942.00	\$26,513.00
	Total County Clerk Fees	\$27,410.65	\$25,100.50	\$31,412.48
CTYREV	County Revenue	\$113,367.50	\$47,122.75	\$51,104.75
DCSTOR	Doc Storage	\$17,184.51	\$12,154.50	\$15,509.50
GISMAP	GIS Mapping	\$41,044.00	\$38,550.00	\$49,200.00
GISRCD	GIS Recording	\$9,248.50	\$2,570.00	\$3,280.00
INTRST	Interest	\$159.87	\$102.19	\$30.65
RECMIS	Recorder's Misc	\$799.62	\$4,626.25	\$7,398.00
RHSP	RHSP/Housing Surcharge	\$21,636.00	\$10,611.00	\$13,491.00
TAXCRT	Tax Certificate Fee	\$960.00	\$1,320.00	\$1,160.00
TAXFEE	Tax Sale Fees	\$0.00	\$0.00	\$0.00
PSTFEE	Postage Fees	\$0.00	\$0.00	\$674.32
CK # 19874	To KC Treasurer	\$231,810.65	\$142,157.19	\$173,260.70

Treasurer

Treasurer, Jill Ferko stated that the tax payments are on track.

Coroner

Coroner Jacquie Purcell reviewed the report and thanked all those that helped with the grave site find.

Health Department

Executive Director RaeAnn VanGundy reviewed the weatherization program, the new mental health juvenile justice grant and the flowerpots.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti informed the board that they will be sending out the disabled veteran and disabled persons notices.

EMA

Roger Bonuchi told the board about the events they will be at in the upcoming months.

STANDING COMMITTEE REPORTS

Finance

Budget Amendment

Member Bachmann moved to approve an Ordinance Approving a Budget Amendment #1 for the Kendall County Fiscal Year 2023-24 Annual Budget and Appropriations. Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 24-22 is available in the Office of the County Clerk.

Mack & Associates

Member Peterson moved to approve an Ordinance of an Agreement Between County of Kendall, Illinois and Mack & Associates (\$93,700 for FY2024, \$96,515 for FY2025, and \$99,405 for FY2026). Member DeBolt seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 24-23 is available in the Office of the County Clerk.

OTHER BUSINESS

Member Bachmann commented on Pride month.

Member Flowers commented on LGBTQIA+ awareness.

Member Shanley applauded the Village of Oswego for passing a resolution regarding Pride month and suggested the county does something similar.

CHAIRMAN'S REPORT

Member Peterson moved to approve the appointment(s). Member Flowers seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

APPOINTMENT(S)

Kurt Muth - Yorkville-Bristol Sanitary District - 3-year term - May 2027
Diane Para - Housing Authority- 5-year term - June 2029
Todd Reppy – Lisbon-Seward Fire District – 3-year term - June 2027
Pam Gegenheimer -Tax Board of Review –2-year term - June 2026

PUBLIC COMMENT

D Studler asked how long Mack & Associates have been the County's Auditors.

ADJOURNMENT

Member Shanley moved to adjourn the County Board Meeting until the next scheduled meeting. Member Rodriguez seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 28th day of June 2024.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
ECONOMIC DEVELOPMENT & ADMINISTRATION COMMITTEE
Meeting Minutes for Wednesday, May 15, 2024 at 5:30 p.m.

Call to Order: The meeting was called to order by Chairman Elizabeth Flowers at 5:30 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Scott Gengler	Absent		
Dan Koukol	Here		
Brooke Shanley	Here		
Seth Wormley	Absent		

With three (3) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Taylor Cosgrove, Brianna Falk, Roger Bonuchi, Todd Volker, Matt Asselmeier, Dr. Schlapp

Approval of Agenda – Member Shanley made a motion to approve the agenda, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Approval of Minutes – Member Shanley made a motion to approve the March 20, 2024 Committee Meeting minutes, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

Committee Reports and Updates

- A. Animal Control Department Update** – Director of Animal Control Taylor Cosgrove directed the committee to page 5 of the packet for the monthly reports on bites, average length of stay, and financial reports. She reported that revenue from fines/ fees increased but rabies tags revenues are down. She will follow-up with those clinics that are given certificates and not following up on purchasing the tags. No significant dangerous dogs or bites of note during this period. Owner surrenders have increased. She reported that they had successful adoption events at Coldwell Banker and Blooming Succulents Studio in Oswego. Animal Control would like to continue these events as they help build community engagement. Dr. Schlapp thanked Ms. Cosgrove and Ms. Falk for their great work at Animal Control and Christina Burns for her support. Dr. Schlapp added that bringing about the ability to confine/quarantine for rabies observation was a very good move for the County.
- B. Emergency Management Agency Update** – Director of Emergency Management Roger Bonuchi gave an update to the committee and directed them to page 20 of the packet. He reported that in April they recognized the KCEMA volunteers during National Volunteer Week. LEPC committee meeting was held, LEPC is the chemical tracking that is done by the County. Chair Rob DeLong informed EMA that they had 100% reporting. Two new volunteers were sworn in recently this past month.

- C. **Revolving Loan Status Update** - Deputy Administrator Latreese Caldwell directed the committee to page 22 of the packet for the Economic Development Commission loan status ending March 30, 2024. Law Office and Camp Muddy Paws are current with payments, but Lucky Beef n dogs did miss the last payment.
- D. **Economic Development Update**- Economic Development Coordinator Todd Volker briefed the committee on last month's Economic Development updates (see page 23 of packet). Mr. Volker stated he is focusing on business retention and expansion (BRE) in the County, most small business owners are happy with County services but have concerns over workforce and business succession. He is trying to figure out how the County can help with these concerns. One idea is to hold business succession workshops and farm succession workshops in the future. He included in the packet (pg. 27-28) Kendall County economic statistic roundup in the packet for review; which include population, income, overall business view and workforce information.
- E. **KAT Update** - Deputy Administrator Latreese Caldwell gave a brief update on a new financial report that Kendall County Area Transit is sending to Administration (pg. 29). The report includes ridership numbers, revenue, expenditures, rider turn-away numbers, and vehicle maintenance. Chair Flowers asked if KAT is turning away riders based on rider having disabilities and not having the right equipment in the vehicles. County Administrator Christina Burns said that this would be a question that should go directly to KAT personnel. The committee discussed the new KAT building and the delay in funding from IDOT.

New Committee Business

A.*MOTION (Forward to County Board): Approval of Agreement with Kendall Township for Social Services with County of Kendall

Deputy Administrator Latreese Caldwell explained that this is a contract between Kendall Township for KAT to begin to provide ridership in the township. This will expand the service area in the County and increase municipal money for the KAT program. The Kendall Township Contract for Social Services with the County of Kendall, Illinois can be found starting on page 42 of the packet.

Member Shanley made a motion for Approval of the Agreement with Kendall Township for Social Services with County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

B.*MOTION (Forward to County Board): Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall

Deputy Administrator Latreese Caldwell explained that this is a grant that was applied for through Regional Transportation Authority (RTA). The funds from this grant will be used for the Mobility Management position to promote, enhance, and facilitate access to Kendall Area transportation services. The grant will pay \$37,500 for this position. The agreement can be found starting on page 46 of the packet.

Member Shanley made a motion for Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall to be forwarded to County Board meeting, second by Member Koukol. **With three (3) members voting aye, the motion was carried by a vote of 3 - 0.**

C.*MOTION (Forward to County Board): Approval of 2025 Kendall County Holiday Calendar

The calendar was sent to the Administration Office by the Judicial Branch and can be found on page 132.

Member Shanley made a motion for Approval of 2025 Kendall County Holiday Calendar to be forwarded to County Board meeting, second by Member Koukol. **With three members voting aye, the motion was carried by a vote of 3 - 0.**

D.*DISCUSSION: Animal Control fees

County Administrator Christina Burns briefed the committee that she has had discussions with the Director of Animal Control on financial sustainability. Animal Control operates as an enterprise fund, they are fully self-sustaining and are endeavoring to keep it this way. Director of Animal Control Taylor Cosgrove has begun researching the fees and the last time the fees were looked at was 2021. The goal is to have this discussion with the committee, get input and then AC will come back with an ordinance for review with the goal to forward to County Board. Ms. Cosgrove explained that they would like to raise adoption fees and rabies tag fees. For 2023 the fee increase would have resulted in additional revenue of \$58,765 to support Animal Control operations. She presented to the committee a spreadsheet with fees from collar counties to Kendall County and similar population. The proposed increase in fees is as follows:

Adoption fees:

Dog Adoption fees: \$150 (currently \$120)

Puppy Adoption fees: \$175 (currently \$135)

Cat Adoption fees: \$100 (currently \$70)

Kitten Adoption fees: \$125 (currently \$85)

Tags:

1 year altered: \$14 (currently \$12)

1 year unaltered: \$31 (currently \$27)

3 year altered: \$35 (currently \$30)

3 year unaltered: \$75 (currently \$65)

The committee agreed that fees do need to be raised, and the increased fees would be in line or below other counties. Member Shanley suggested making the fees more uniform example is the altered fee of \$14 to \$15. Ms. Cosgrove explained that she does not want to charge late fees or senior tag fees but is open to suggestions from the committee. Dr. Schlapp was in agreement in the raising of fees and will hopefully lead to responsible ownership. Staff will send information to the State's Attorney for drafting an ordinance with these changes in fee schedule.

Old Committee Business – Member Koukol brought to the committee a question regarding compensation for cell phone use and what committee would he bring this item to? He is asking that the County Administrator look into this, he isn't asking for a county cell phone but some money/stipend towards this expense. Ms. Burns said that this will most likely go through the Finance & Budget Meeting, and she will look into this and give an update when she has more information.

Chairman's Report – Chairman Flowers is asking the committee to change the date of the next Economic Development & Administration committee meeting as the next meeting falls on a County holiday June 19, 2024. After discussion the committee reached a consensus to change the date to Tuesday, June 25, 2024 at 5:30 p.m.

Public Comment – None

Executive Session – None

Items for the Committee of the Whole Meeting – None

Action Items for County Board -

- Approval of Agreement with Kendall Township for Social Services with County of Kendall
- Approval of Technical Services Agreement between the Regional Transportation Authority and County of Kendall
- Approval of 2025 Kendall County Holiday Calendar

Adjournment – Member Shanley made a motion to adjourn, second by Member Koukol.

With three (3) members present in agreement; the meeting was adjourned at 6:20 p.m.

Respectfully submitted,
Sally A. Seeger
Administrative Assistant

COUNTY OF KENDALL, ILLINOIS
FINANCE & BUDGET COMMITTEE
Meeting Minutes for Thursday, May 30, 2024

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 4:00 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Absent		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Absent		
Seth Wormley	Here		

With Three (3) members present a quorum was established.

Staff Present – Christina Burns, Latreese Caldwell, Jennifer Breault, Jill Ferko

Approval of Agenda – Member DeBolt made a motion to approve the agenda, second by Member Kellogg. **With 3 members present voting aye, the motion carried by a vote of 3- 0.**

Approval of April 25, 2024, And May 16, 2024, Finance & Budget Committee Meeting Minutes – Member Kellogg made a motion to approve the minutes, second by Member DeBolt. **With three (3) members present voting aye, the motion carried by a vote of 3- 0.**

Approval of Claims – Member Kellogg made a motion to forward the approval of the claims to the next County Board meeting, second by Member DeBolt. **With three (3) members present voting aye, the motion carried by a vote of 3- 0.**

Committee Reports and Updates

- A. **Personnel Reports** - Treasurer Jill Ferko provided the committee with the Treasurer’s Employee Status report and is included in the packet. (pg.6)
- B. **ARPA Update** – Jennifer Breault provided the committee with municipalities who have received ARPA funds of where their balance remaining is. (pg.11)

Accounting and Auditing Company Presentations

A. Mack & Associates, P.C. – Tawnya Mack
Tawnya Mack and Laurie Pope presented to the committee Mack & Associate’s proposal for auditing services. Mack & Associates is an accounting firm that specializes in providing comprehensive auditing services to many governmental entities. The firm is staffed with about 16 people. Ms. Mack spoke about the audit planning approach for Kendall County’s year end. Preparations would start in September with completion by March/April. Mack & Associates is an active member of AICPA, Illinois CPA Society, and Governmental Auditing Quality Control Center. Other Counties that utilize Mack & Associates for auditing services are Grundy County, LaSalle County, And Livingston County.

Q: About how many employees?

Answer: 8 dedicated to Kendall County audit team. 12-16 total staff.

Q: You can efficiently manage all clients at the same time?

Answer: Currently the office is wrapping up 35 audits. The nice thing is they all have different year ends.

Q: Do you take priority one over the other?

Answer: Priority goes to who gets us the information in a timely manner. We don't put others behind because one client is behind in getting us information. Admin staff is getting the information up front so that everyone is ready to get the information when its audit time.

Q: Do you audit private entities or is it only public/government?

Answer: 95% of audits performed are government.

Q: You mentioned areas in the county that need improvement, how are you going to encourage those departments to make changes rather than doing it for them?

Answer: County is a unique entity. You can't tell them what to do. Communication is key and making sure everyone is on the same page. Grant management is an important part of that.

Q: What triggers extra costs?

Answer: The County hasn't gone over. Previously, the County asked Mack to do cost studies that were done under a separate fee. Very rarely do we ever go over where we add additional hourly fees. Typically happens when a new person comes in and things aren't balancing. Don't see that being a situation for the County.

B. Sikich, LLP – Anthony Cervini & Nick Bava

Anthony Cervini and Nick Bava, both Resource Principals for Sikich, presented to the Committee Sikich's audit service proposal. Sikich is a global company that specializes in accounting, advisory, technology and managed services. Mr. Cervini spoke about the staff that would be involved in the audit process for Kendall County. Sikich ranks within the Country's top 30 largest Certified Public Accounting firms. Current counties that Sikich works with are Stephenson County, Union County, McDonough County, Ogle County, and Peoria County with previous economic development with several other Illinois Counties. Nick Bava spoke about Sikich's three phases of the audit process. Preliminary planning meeting (September/October), Audit Planning and Preliminary Work (completed by December 20) and Final Field Work (Completed by January 5). Mr. Cervini closed the presentation by stating that Sikich has a proven track record of meeting and exceeding deadlines established by their clients.

How many staff would be dedicated to Kendall County? 5-6 people would be involved. Overall engagement principle who oversees the audit, the resource principles who would be a secondary resource for the engagement principle, 2 managers one for finance audit and a support manager for the federal grant audit, and then 2 staff accountants.

How much data collection is on-site or sent to you? Meet the client where they are. Depends on client preference and what is already available where you are. Audit portal is available to securely upload documents. At the end of the day, the goal is a thorough audit.

Examples of other fees? Questions about quarterly tax filings, or areas where the County requests additional services. A conversation will be held if we anticipate any extra charges. I strongly believe that the charge you see today is what the charge will be unless you need help in another area that is not in the audit scope.

What about ARPA grants? Those were included in the single audit scope.

New Committee Business

A. *MOTION (VV): Approval of FY2024 Opioid Fun Applications

The Kendall County Sheriff's Office and Judiciary submitted an application for the use of opioid funds. Applications provided in packets, pages 12-21.

Member Kellogg made a motion to approve, second by Member DeBolt. **With three (3) members present voting aye, the motion carried 3- 0.**

B. *DISCUSSION Kendall Area Transit FY2025-FY2027 Payment

The Kendall Area Transit was receiving funds from the General Fund as well as Senior Levy, with a consensus starting in fiscal year 2025 all funds deposited to KAT will be from the senior levy. In the budget year 2025 there will be an increase in the senior levy of \$25,500 and a decrease in general fund of \$25,500. (pg.22-32)

Old Committee Business – Committee discussed the status of the KAT facility funds from IDOT. The County has been awarded 4 million dollars, but IDOT is still working on releasing funds.

Chairman's Report – None

Public Comment – None

Executive Session - None

Items for County of the Whole – None

Items for County Board

- Approval of Claims

Adjournment – Member DeBolt made a motion to adjourn the Finance and Budget Committee meeting, second by Member Kellogg. **With three (3) members present voting aye; the meeting was adjourned at 4:50p.m. by a vote of 3- 0.**

Respectfully submitted,
Nancy Villa
Executive Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
SPECIAL FINANCE & BUDGET COMMITTEE
Meeting Minutes for Tuesday, June 04, 2024

Call to Order – Committee Chair Scott Gengler called the Finance & Budget Committee meeting to order at 5:02 p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
Scott Gengler	Here		
Brian DeBolt	Here		
Matt Kellogg	Here		
Jason Peterson	Here		
Seth Wormley	Here		

With five (5) members present a quorum was established.

Staff Present – Christina Burns, Latreese Caldwell, Jennifer Karales, Matt Prochaska, Jill Ferko

Approval of Agenda – Member Kellogg made a motion to approve the agenda, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

New Committee Business

A.*DISCUSSION: Discussion of \$3,000 Stipend for Circuit Clerk in Charge – Traffic

Circuit Clerk Matt Prochaska explained to the committee that Circuit Clerk staff are part of the union (excluding managers). The agreement was created as part of the prior union negotiations. This will give a new title and position from Clerk-Deputy to Clerk-in Charge. The Clerk-in-Charge acts in a supervisory and training role of new employees. The employee will receive a \$3000 stipend (\$1.54 every hour worked as Clerk-in Charge not to exceed 1950 hours per calendar year).

B.*MOTION (VV to COB): Discussion and Approval of Ordinance Establishing Budget Process Guidelines for Budgeted Positions

Chair Gengler stated that this agenda item will be for general discussion only at this time, when the ordinance is complete the item will come back to the committee for approval. County Administrator Christina Burns explained what this means in practice as we look at both management of the organization through an HR perspective and keeping track of personnel along with managing the budget side. Human Resources Director Leslie Johnson, Christina Burns and Latreese Caldwell are putting a process together that ensures a more comprehensive understanding of the number and types of positions in each department and then tracking this position from a budgetary process. This is a more robust process to improve tracking and accountability than what was done previously. Chair Gengler stated that this ordinance is modeled after and has been vetted by two other Illinois counties. The process will take place hopefully before the next budget season and the committee will have an opportunity to discuss and approve the process.

C.*MOTION (VV to COB): Discussion and Recommendation for Accounting and Auditing Company RFP

Discussion ensued by the committee on the pros and cons of each of the Accounting/Auditing firms that presented at the last Finance & Budget committee meeting. The consensus of the committee is to stay with Mack & Associates, P.C. as this is the better option for the County at this time. Deputy Administrator Latreese Caldwell stated that the contract would be for three years, then the firm can get one-year extensions for two years.

Member Kellogg made a motion for Approval of an Ordinance of an Agreement Between County of Kendall, Illinois and Mack & Associates for three year Audit Contract to be forwarded to the June 18, 2024 County Board meeting, second by Member DeBolt. **With five (5) members present voting aye, the motion carried by a vote of 5 -0.**

D.*MOTION (VV to COB): Discussion and Approval of an Ordinance Approving a Budget Amendment #1 for the Kendall County Fiscal Year 2023-24 Annual Budget and Appropriations

Deputy Administrator Latreese Caldwell directed the committee to pages 22-26 of the packet provided for the actual ordinance authorizing a budget amendment to the Kendall County Fiscal Year 2024 budget. This first budget amendment provides: per 6-month fund balance resolution moving funds into capital funds for building projects. There have been new accounts that have been set up with no budget. Increase in capital needs thus causing an increase in capital expenditure. Social Service for Seniors budget allocation of expenditures.

Member Wormley made a motion for Approval of an Ordinance Approving a Budget Amendment #1 for the Kendall County Fiscal Year 2023-24 Annual Budget and Appropriations to be forwarded to the June 18, 2024 County Board meeting, second by Member Peterson. **With five (5) members present voting aye, the motion carried by a vote of 5 - 0.**

E.*DISCUSSION: Kendall County Fiscal Year 2023-24 Annual Budget

Financial Analyst Jennifer Karales explained that the budget is attached in a separate document. This is the final Fiscal Year 2023-24 Annual budget that will be posted to the County website, this does include final 2023 numbers. This budget is using the Gravity software which allows for a more searchable document and end-user friendly format.

F.*DISCUSSION: FY24-FY26 ARPA

Financial Analyst Jennifer Karales directed committee to page 29 of the packet, this is an American Rescue Plan Act (ARPA) overview of expenditures and future allocations. If money is not spent by the entities that received money for the project specified, this money will need to be returned to the County. Ms. Karales sends out quarterly inquiries to recipients of ARPA funds to see where they are with their projects.

G.*DISCUSSION: FY25 Budget Calendar

Deputy Administrator Latreese Caldwell briefed the committee that Kendall County's Administration Department has been moving towards a GFOA award winning budget for four years. GFOA criteria improve public understanding and transparency in the County's budget document. Administration will be requesting Department Heads and Elected Officials to include in their budget a narrative of goals, objectives and benchmarks for their respective departments. Departments will also be asked to verify headcounts and position titles to be compared and verified with Tyler Munis counts. Finally, to gain a better understanding of capital needs, departments will be asked to submit a proposed 5-year capital plan for review. Key dates for the budget process are included in the packet on page 32. The budget hearings will be held on September 20, 2024 for one day only with the goal to make this process more efficient for all parties.

H.*DISCUSSION: Revenue Report

Deputy Administrator Latreese Caldwell briefed the committee that expected new dollars from property taxes applying PTELL criteria is \$1.460 million driven in large part by new growth. Of that amount, \$574,000 is from CPI increase. The PTELL (Property Tax Extension Limitation Law) calculation is included in the packet on page 34. Ms. Caldwell explained the FY24 General Fund Revenue is expected to grow at rates exceeding inflation. At the six-month mark, revenue is 5% ahead of budget expectation. At the six-month mark, FY24 General Fund Expenditure is trending at 5% below budget expectation. The FY24 monthly revenue summary can be found on page 33 of the packet. The General Fund pays nearly 80% of all Kendall County salaries.

I.*DISCUSSION: FY25 Budget Parameters

County Administrator Christina Burns spoke to the committee about the FY25 budget parameters, looking to the committee at the next Finance & Budget meeting on June 27, 2024 to set the salary parameters. This will provide direction to all the departments/offices as they prepare their budgets. The General Fund pays nearly 80% of all Kendall County salaries.

Old Committee Business – None

Chairman’s Report – None

Public Comment – None

Executive Session - None

Items for County of the Whole – None

Items for County Board

- Approval of an Ordinance of an Agreement Between County of Kendall, Illinois and Mack & Associates for three year Audit Contract – under Finance on June 18, 2024 County Board agenda
- Approval of an Ordinance Approving a Budget Amendment #1 for the Kendall County Fiscal Year 2023-24 Annual Budget and Appropriations – under Finance on June 18, 2024 County Board agenda

Adjournment – Member DeBolt made a motion to adjourn the Finance and Budget Committee meeting, second by Member Wormley. **With five (5) members present voting aye; the meeting was adjourned at 5:47 p.m. by a vote of 5 - 0.**

Respectfully submitted,
Sally A. Seeger
Administrative Assistant and Recording Clerk



COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, June 13, 2024, at 4:00 PM
Meeting Minutes

Call to Order and Pledge of Allegiance - The Committee of the Whole meeting was called to order at 4:00 p. m. by County Board Chairman Matt Kellogg who led the Committee in the Pledge of Allegiance to the American Flag.

Roll Call

Board Member	Status	Arrived	Left Meeting
Matt Kellogg	Here		
Scott Gengler		4:05 p.m.	
Zach Bachmann	Here		
Brian DeBolt	Here		
Elizabeth Flowers		4:16 p.m.	
Dan Koukol	Here		
Jason Peterson	Here		
Ruben Rodriguez	Absent		
Brooke Shanley	Absent		
Seth Wormley	Here		

With Six (6) members present a quorum was established.

Staff Present: Christina Burns, Latreese Caldwell, Dan Polvere, and Luke Prisco

Others Present: Brian Kronewitter and Rick Krischel

Approval of Agenda – Member DeBolt made a motion to approve the agenda. Second by Peterson Member . **With six (6) members present voting aye, the motion was carried by a vote of 6 - 0.**

Approval of Claims – Motion made by Member Bachmann, second by Member Koukol to forward claims to the next County Board meeting. **With six (6) members present voting aye, the motion was carried by a vote of 6- 0.**

Committee Reports and Updates-

A. COB II Construction Update

Brian Kronewitter gave the committee an update on the COB II Office Building. We are in the final phases of completing the building. Final concrete was poured today, and last-minute touch ups are being made inside the building. Landscaping is also in progress and should be done

early next week. Ribbon Cutting for the new County Office Building is scheduled for Tuesday June 18th.

Mr. Kronewitter also stated that they are still waiting to receive a glass logo to be displayed in the lobby at the new building. The shipment is expected to arrive in the next couple of days.

New Committee Business

- A. Contingency Reduction #9; Total \$32,748; Revised Contract Amounts as follow:
Plainfield Grading: \$637,560 (\$11,517 increase) Premium Concrete: \$768,509 (\$844 decrease) Abbey Paving: \$355,595 (\$51,535 decrease) CSN Electrical: \$1,005,433 (\$255 increase) Twin Oaks Landscaping: \$90,559 (\$5,859 increase) Otis Elevator: \$94,693 (\$2,000 increase)

The total request for contingency #9 is \$32,748. The reduction includes:

- Costs to excavate, move roof drains, repair storm sewer, excavation of wet areas at Main Street, and additional excavation& back fill for the ramp.
- Cost to add framing for planter revisions & concrete credit work
- Credit to remove wear course and paver prep work
- Cost for additional landscaping and credit for paver installation
- Cost for remobilization due to permanent power not being installed
- Cost for push-type panic alarm buttons

Member DeBolt made a motion to forward to the next County Board, Seconded by Member Bachmann. **With seven (7) members present voting aye, the motion was carried by a vote of 7- 0.**

B. Discussion of County Office Building Temporary Office Space

Brian Kronwitter presented to the committee the Conceptual Phasing plans for the courthouse renovation for temporary office space County Building office staff. (Design plan included in packet.)

C. MOU with Kane County for the Management of EPA Climate Pollution Reduction Grant Award

Christina Burns, County Administrator, informed the committee that Kane County is working collaboratively with several Chicago-area counties and municipalities to apply for a Climate Pollution Grant (CPRG) through the U.S. Environmental Protection Agency. In the MOU, Kane County will serve as the lead agency in the grant application process and apply for grant funds or programs designed to reduce emissions on behalf of the sub-recipients, of which Kendall County would be one. Kane County intends to request \$150 million to fund projects such as building efficiency improvements, emission reduction, residential grant programs and similar projects. Approval of the MOU allows Kendall County to participate in the grant programs Kane County establishes if it receives CPRG funds but does not require participation or expenditure of funds.

Member Bachmann made a motion to forward to the next County Board, Seconded by Member Flowers. **With seven (7) members present voting aye, the motion was carried by a vote of 7-0.**

D. New Planning, Building & Zoning Department Intern Job Description

This temporary intern position will assist the Planning, Building and Zoning Department with various planning, building and zoning related services including, but not limited to meeting agenda creation, drafting meeting minutes, building and code enforcement database management, economic development related research, grant reporting, and drafting policy.

Member Peterson made a motion to forward to the next County Board, Seconded by Member Gengler. **With seven (7) members present voting aye, the motion was carried by a vote of 7-0.**

E. Amendment to Fee Agreement with the Horton Group, Inc. in an amount not to exceed \$3,693 per month

The proposed amendment to the existing fee agreement with the Horton Group, Inc (“Horton”). Horton currently provides brokerage and consulting services for Kendall County’s medical, dental, and life insurance benefits. The proposed amendment will extend the County’s current contract with Horton from July 1, 2024, through December 31, 2024, with no change in the monthly fee.

Member Bachmann made a motion to forward to the next County Board, Seconded by Member Flowers. **With seven (7) members present voting aye, the motion was carried by a vote of 7-0.**

Old Committee Business- None

Department Head and Elected Officials Reports – None

Public Comment – Nick Romero spoke about AID services now in Yorkville.

Questions from the Media – None

Chairman’s Report – Mr. Kellogg announced that there will be a Liquor Control Public Hearing before the County Board Meeting on Tuesday. Following the County Board Meeting there will be a ribbon cutting for the County Office Building II.

Appointments

Kurt Muth - Yorkville-Bristol Sanitary District - 3-year term - May 2027

Diane Para - Housing Authority- 5-year term - June 2029

Todd Reppy – Lisbon-Seward Fire District – 3-year term - June 2027

Pam Gegenheimer -Tax Board of Review –2-year term - June 2026

Action Items for County Board

- Approval of Claims

- Approval of Contingency Reduction no.9; Revised Contract Amounts as follows:
Plainfield Grading: \$637,560 (\$11,517 increase) Premium Concrete: \$768,509 (crease: \$768,509 decrease) Abbey Paving: \$355,595 (\$51,535 decrease) CSN Electrical: \$1,005,433 (\$255 increase) Twin Oaks Landscaping: \$90,559 (\$5,859 increase) Otis Elevator: \$94,693 (\$2,000 increase)
- Approval of MOU with Kane County for the Management of EPA Climate Pollution Reduction Grant Award
- Approval of New Planning, Building & Zoning Department Intern Job Description
- Approval of Amendment to Fee Agreement with the Horton Group, Inc. in an amount not to exceed \$3,693 per month

Executive Session – None

Adjournment – Member DeBolt made a motion to adjourn the meeting, second by Member Wormley. **With seven (7) members present voting aye, the meeting adjourned at 4:31p.m.**

Respectfully Submitted,
Nancy Villa
Executive Administrative Assistant

HIGHWAY COMMITTEE MINUTES

DATE: July 9, 2024
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Zach Bachmann, Brian DeBolt, Dan Koukol, Scott Gengler & Ruben Rodriguez
STAFF PRESENT: Michele Riley and Francis Klaas
ALSO PRESENT: P.J. Fitzpatrick and Skyler Evans

The committee meeting convened at 3:31 P.M. with roll call of committee members. All present. Quorum established.

Motion DeBolt; second Koukol, to approve the agenda. Motion approved unanimously.

Motion Rodriguez; second Gengler, to approve the Highway Committee minutes from May 14, 2024. Motion approved unanimously.

Motion Gengler; second DeBolt, to recommend approval of an ordinance granting variance to the Kendall County Highway Access Regulation Ordinance for QuikTrip Corporation. Bachmann described the petition and reminded committee members that the petitioner had been to Highway Committee about a year ago and had requested full access to Ridge Road just south of Midpoint Road, which had been denied at that time. Klaas discussed some of the history at this location. QuikTrip is now proposing to install just a right in / right out on the west side of Ridge Road just north of the existing Shell gas station. He indicated that the County's ordinance would require a barrier median on Ridge Road in order to allow for QuikTrip to install the proposed access. He also stated that the barrier median would be installed from the I-80 ramps all the way to Midpoint Road.

Rodriguez confirmed that traffic wanting to go north from the QuikTrip would have to go back to Midpoint Road to continue north. Koukol asked if this would prevent traffic from getting into the Shell station, because he certainly didn't want to shut them out. Bachmann discussed why the previous petition had been denied – because Shell's driveways essentially extended all along their frontage and was going to create a problem for any access to QuikTrip. Committee members agreed that the current petition was going to be a problem for Shell. Klaas indicated that one of the conditions of the variance was QuikTrip had to provide easement across their property to allow Shell traffic to go to Midpoint Road and then through QuikTrip property to Shell's station, providing for truck traffic to get back to Shell.

Koukol reminded members that right after QuikTrip's petition was denied last year, they installed concrete barriers across the access that Shell was using but was on QuikTrip's property. He indicated that Shell traffic was still using that access but would not be able to if a barrier median was placed on Ridge Road. Bachmann pointed out that there were multiple issues with Shell's access and reiterated the fact that it is in noncompliance with the County's access ordinance. DeBolt thought that installing a barrier median on Ridge might invite a lawsuit from Shell. Koukol asked Klaas what his suggestion would be on this petition. Klaas stated that Shell really hasn't had an opportunity to review and address the current access plan for QuikTrip. He

thought it would be appropriate to table the matter for a month. It might even give QuikTrip and Shell an opportunity to work out an amicable agreement. Bachmann agreed that we need more time to think about it and talk to the State's Attorney Office. Klaas also stated that he had talked to the owner of Shell today and indicated that the owner wants an opportunity to be heard.

Klaas also wanted to point out that Shell was using QuikTrip's property for an illegal entrance. Additionally, Shell installed new pumps and a canopy to serve tractor-trailers about 10 years ago... a move that would have triggered the "significant change in trip generation" clause in the County's access ordinance. This would have required Shell to come into compliance with the ordinance 10 years ago, which would have eliminated their full access. The PB&Z Department was evidently not aware of this requirement at the time. Klaas felt that the County had a strong legal argument to say that Shell was grandfathered in for their access points until they changed the nature of their business 10 years ago, and then they should have come into compliance with the access ordinance.

DeBolt thought that the County should get a letter from Shell agreeing to the limiting access being proposed by QuikTrip. Klaas added that Shell's setbacks, access, and other things were in non-compliance with county ordinances and felt that Shell was in a tough spot due to the size of their lot. He thought that it was inevitable that Shell would have to come into compliance. Rodriguez emphasized that building the median on Ridge Road was the biggest issue effecting both Shell and QuikTrip. Bachmann also emphasized the fact that this location is right off the Interstate and is a very congested area.

Gengler questioned the nature of the existing access for Shell. Klaas indicated that Shell had full access across most of their frontage, allowing turns just about anywhere on their property. Gengler asked if the barrier median would be constructed just in the area north of Shell, but Klaas said that the current proposal is to construct it from the I-80 ramps all the way to Midpoint Road. He stated that there are over 24,000 vehicles per day on Ridge Road; so if there were even 2 semi's trying to turn into the Shell, it would back traffic up into the thru-lanes, creating a serious safety issue. He also discussed the similar problems that occurred south of I-80 on Ridge Road and how Minooka eventually built a barrier median on Ridge Road to prevent similar congestion problems in that area. Klaas felt that the area north of I-80 is going to have the exact same problems and reemphasized that a barrier median was inevitable. Rodriguez asked if there had been a lot of accidents in the area of the Shell station. Klaas had no accident data available for the committee at this time.

Gengler made a motion to table; seconded by DeBolt. By voice vote, all were in favor of tabling the original motion.

Motion Bachmann; second DeBolt, to recommend approval of a petition for county aid to repair bridge, culvert or drainage structures on Wheeler Road in Kendall Township. Bachmann briefed the committee on the proposed project, which uses Township Bridge Program (TBP) funds for approximately 80% of construction costs. Engineering and land acquisition costs would be split 50/50 between County and Township. DeBolt asked for the exact location of the project. Klaas stated that it was on Wheeler Road just east of Hopkins Road. He gave a brief history of the TBP program and how the program had increased dramatically during the past year. It will allow the county and townships to build a new bridge about every other year instead of about

every 4th year. The total petition is for \$250,000, which costs would be split evenly between each agency.

Gengler asked about future bridge construction through this program. Klaas indicated that the 5-year plan calls for replacement of the Reservation Road Bridge next, and then the Schaefer Road Bridge after that. Rodriguez asked if the Wheeler Bridge was similar to the Schlapp Road Bridge that was recently constructed. Klaas stated that Schlapp was a 3-barrel box culvert with a cost over a \$1 million, while Wheeler was a single span press-brake tub girder style bridge with an estimated cost of about \$750,000. Koukol pointed out that this is still a very expensive bridge for a low volume road. Klaas agreed but pointed out how bridge construction costs have exploded in recent years, and this is expected to be a 100-year bridge. Motion approved unanimously.

Bachmann provided an update for the ongoing planning and engineering efforts related to the Connect Kendall County project. He thought the routing was essentially done and permitting would be the next big effort. There are basically two rings that form the backbone of the network, and fingers would extend out from the two main rings. DeBolt asked when wires would be put in the ground. Bachmann discussed the variable types of hardware that would go in the ground or be attached above-ground to existing poles, as well as some of the changes from the original routing. Koukol asked when citizens would actually be able to start using the internet. Bachmann discussed some of the delays that have come up along the way... specifically some State-related matters. He thought final submission of the plan to the State should happen soon, including issuance of bonds. He indicated that actual placement of fiber could begin as soon as this September, and construction of the network would then take about 2 years. He added that, even if the rings aren't complete, internet could be delivered as the rings and network is built. Committee members had some questions about the spurs that extend from the two main rings. Bachmann identified some specific sites for connection to other governmental agencies.

Gengler asked if the construction would all be in the ground. Bachmann stated that the preferred location would be buried cable, but certain locations would require aerial lines. One example of aerial lines would be near Route 30. He thought that using buried lines would decrease liability, reduce rental costs on poles, and be easier to fix. Klaas asked if the underground wires would be placed in rigid conduit. Bachmann thought the majority of the network would be direct burial wires, except in the middle mile and some of the main network where the wires would be really big and might be in a conduit. Gengler asked about road and railroad crossings. Bachmann indicated that one of the strategies for RR crossings would be to rent space in conduits that other utilities own. If no other solutions are available, then boring would be the next alternative.

Rodriguez asked what the biggest concerns from Highway Department would be. Klaas discussed some of the frustrations with the many utilities located in highway rights-of-way. He thought placing the fiber deeper rather than shallower would be a good thing. Gengler wondered how deep. Klaas asked Bachmann if there were any federal or state standards that would govern the depth. Bachmann didn't think so. General consensus was that the fiber should be at least 3' to 5' deep.

DeBolt asked if there would be any wireless facilities constructed as part of this project. Bachmann indicated that there would be some wireless constructed which should enhance some

of the existing wireless networks that already exist in the County. They are working out agreements with some of the existing ISP's. Connect Kendall County Commission should be bringing more information to the County Board in August.

Klaas presented some general information about proposed budgets for FY 2025. The proposed property tax levy, which includes levies to Highway Fund and Bridge Fund, total \$2 million - \$1.5 million for Highway and \$0.5 million for Bridge. This is the same amount that has been levied for the past 17 years. He indicated that the Highway Department manages 9 funds, but only those 2 funds use property taxes. Salary line items are proposed to increase 3.22% year over year. He stated that his strategy was to give bigger raises to the younger guys and smaller raises to the older guys who are making more money. DeBolt asked how many employees the Highway Department has. Klaas stated that there were 14 full-time employees and about a half dozen parttime, indicating that they are very small compared to the amount of money they manage. DeBolt also asked if the bike path between Hoover and Fox River Bluffs was in the budget. Klaas indicated it was. Koukol thought it was a good strategy to reward the younger employees with bigger raises. He noted that turnover rates were high with various local municipalities. DeBolt also asked about the proposed re-grading project near Eldamain Road in the vicinity of the Beck Farm and Subat Forest Preserve. He described the water problem and possible solution by removing some riprap and existing earth on the west side of Eldamain. Committee discussed possible solutions to dry up the standing water at this location.

Gengler asked about the proposed MFT budgets. Klaas stated that those budgets included many maintenance-type projects around the county, and he simply hasn't had time to finalize all those projects. He also discussed the long-term strategy to build up a larger fund balance in the MFT Fund so those accumulated funds could be applied to the Ridge Road widening project, thus reducing the required bond issue that is anticipated. Rodriguez asked who does the grant writing and grant management for Highway Department. Klaas indicated that, in general, engineering consultants do the grant writing. In regard to management, that usually wasn't an issue because almost all the grants that the Department gets are federal grants. In those cases, IDOT becomes the lead agency for the project, accepts all the grant money, and manages the payments. Highway Department doesn't actually touch the money and so doesn't have to manage the grant. It simplifies the process and doesn't require additional personnel.

In Other Business, Gengler noted that construction had begun on the Galena-Cannonball intersection improvement. Klaas stated that work was also ongoing for the Collins Road project. Bachmann asked about the proposed bike path on Collins Road. Klaas stated that the improvement includes a new multi-use path that connects at Grove Road, runs along the south side of Collins Road, across Morgan Creek, and then turns south to make a connection to the path in Hunt Club Subdivision. The path is being constructed at no cost to Oswegoland Park District; but after construction, will be maintained by OPD. Koukol asked about the construction on Johnson Road & 143rd. He didn't think much had happened in the past few weeks. Klaas indicated that Village Plainfield was the lead agency, and he didn't have any updates. DeBolt asked about the N. Johnson St. project. Klaas stated that utility relocation was the next hurdle. Actual road construction will be delayed until next year. All right-of-way has been cleared for that project.

Koukol discussed the pushback he had been getting in regard to the Seward Township plan. He expressed his desire for more red – business and commercial development – especially

considering the Ridge Road corridor that will be widened in the near future. This will generate more tax revenue. He thought showing all of Seward Township as ag zoning was unrealistic. Klaas thought that the reality of the situation is that these areas are going to be annexed by municipalities and then the County and Townships will no longer be driving the bus.

Motion Gengler; second DeBolt, to forward Highway Department bills for the month of July in the amount of \$80,467.96 to the Finance Committee for approval. Motion approved unanimously.

Motion Rodriguez; second Gengler to adjourn the meeting at 4:23 PM. Motion carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Francis C. Klaas", with a stylized flourish at the end.

Francis C. Klaas, P.E.
Kendall County Engineer

Action Items

1. Petition for County aid to build or repair bridge, culvert or drainage structure on Wheeler Road in Kendall Township

Uniform Application for State Grant Assistance Updated by ICJIA		
Illinois Criminal Justice Information Authority Completed Section		
1.	Type of Submission	☐ Pre-application ☒ Application ☐ Changed / Corrected Application
2.	Type of Application	☐ New ☒ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-2096
6.	CSFA Title	Illinois Family Violence Coordinating Council (IFVCC)
Grant specific information (if applicable) **		
7.	Agreement Number	
8.	Previous Agreement Numbers	322416, 322316, 322216, 322116
Catalog of Federal Domestic Assistance (CFDA) ☒ Not applicable (No federal funding)		
9.	CFDA Number	N/A
10.	CFDA Title	N/A
11.	CFDA Number	N/A
12.	CFDA Title	N/A
Federal Fund Information ☒ Not applicable (No federal funding)		
13.	Federal Award ID Number	N/A
14.	Federal Award Date	N/A
15.	Amount Obligated by this action	N/A
16.	Total Amount of the Federal Award	N/A
Funding Opportunity Information		
17.	Funding Opportunity Number	2096-2072
18.	Funding Opportunity Title	Illinois Family Violence Coordinating Council (IFVCC) - Implementation
19.	Funding Opportunity Program Field	Public Safety
Competition Identification ☒ Not Applicable		
20.	Competition Identification Number	NA
21.	Competition Identification Title	NA

Applicant Completed Section		
Implementing Agency Information**		
22.	Legal Name	(Name used for DUNS registration and grantee pre-qualification.) Kendall County
23.	Common Name (DBA)	
24.	Employer / Taxpayer ID Number (EIN, TIN)	36-6006598
25.	Vendor ID, if different than above	
26.	Organizational DUNS number	361779440
27.	SAM expiration date	8/13/2024
28.	SAM Cage Code	5D9D9 (SAM Unique Entity Identifier #- UEI-ES1SZWNDT9N5)
29.	Business Address	Street address: 111 W. Fox City: Yorkville State: IL County: Kendall Zip + 4: 60560-1621
Implementing Agency: Person to be contacted for Program Matters involving this application.		
30.	First Name	Robin
31.	Last Name	Pelfrey
32.	Suffix	
33.	Title	Local Coordinator
34.	Telephone Number	630-453-9402
35.	Fax Number	
36.	Email address	rpelfrey@fvcc1623.org
Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.		
37.	First Name	Alice
38.	Last Name	Elliott
39.	Suffix	
40.	Title	Director of Court Services
41.	Telephone Number	630-553-4209
42.	Fax Number	630-553-4120
43.	Email address	aelliott@kendallcountyil.gov
Program Agency Information (If different from Implementing Agency.)**		
44.	Legal Name	(Name used for DUNS registration.)
45.	Organizational DUNS number	
46.	SAM expiration date	
47.	SAM Cage Code	
48.	Business Address	Street address: City: State: County: Zip + 4:

Program Agency: Person to be contacted for Program Matters involving this Application.		
49.	First Name	Robin
50.	Last Name	Pelfrey
51.	Suffix	
52.	Title	Local Coordinator
53.	Telephone Number	630-453-9402
54.	Fax Number	
55.	Email address	rpelfrey@fvcc1623.org
Areas Affected**		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	Dekalb, Kane and Kendall Counties
57.	Implementing Agency's Legislative District (This must be based on the nine-digit zip code registered with SAM.)	Congressional District: 14th State Senate District: 25th State Representative District: 50th
58.	Primary Area of Performance	Kendall County- Yorkville, Illinois 60560-1621
59.	Primary Area of Performance's Legislative District (This must be based on the nine-digit zip code listed above.)	Congressional District: 14th State Senate District: 25th State Representative District: 50th
Applicant's Project**		
60.	Description Title of Applicant's Project	(Text only for the program title as listed on the Attachment A.) Illinois Family Violence Coordinating Council
61.	Proposed Project Term	Start Date: July 1, 2024 End Date: June 30, 2025
62.	Estimated Funding (include all that apply)	☐ Designated/Awarded Amount, if known: \$62,000 ☐ Budgeted/Requested Amount: \$62,000 ☐ Match: \$ ☐ Overmatch: \$ ☐ Program Income: \$ Total Amount: \$62,000 Indirect cost rate: ____%
Applicant Certification: By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001) (*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. ☒ I agree		

Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Matt
64.	Last Name	Kellogg
65.	Title	Kendall County Board Chairman
66.	Telephone Number	630-553-4171
67.	Fax Number	
68.	Email address	kcboard@kendallcountyil.gov
69.	Signature of Authorized Representative	
70.	Date Signed	
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	Jill
72.	Last Name	Ferko
73.	Title	Kendall County Treasurer
74.	Telephone Number	630-553-4025
75.	Fax Number	630-553-4023
76.	Email address	jferko@kendallcountyil.gov
77.	Signature of Authorized Representative	
78.	Date Signed	
Program Agency Authorized Official		
79.	First Name	Alice
80.	Last Name	Elliott
81.	Title	Director of Court Services
82.	Telephone Number	630-553-4209
83.	Fax Number	630-553-4120
84.	Email address	aelliott@kendallcountyil.gov
85.	Signature of Authorized Representative	
86.	Date Signed	

** ICJIA specific modification to GATA form



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
KENDALL COUNTY**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Kendall County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

[KENDALL COUNTY]

By: _____
Delrice Adams, Executive Director
Date: _____

By: _____
Matt Kellogg, Kendall County Board Chairman
Date: _____

By: _____
Jill Ferko, Kendall County Treasurer
Date: _____

By: _____
Alice Elliott, Director of Court Services
Date: _____

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.

J
2.2. Amount of Agreement. Grant Funds must not exceed \$ 62,000, of which \$ 0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096 and the CSFA Name is IFVCC. If applicable, the State Award Identification Number (SAIN) is 2096-50620.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and ES1SZWNDT9N5 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006598 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non-Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully

discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil,

criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant

Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to

further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation

methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal

pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without

further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

- (c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

- (a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

- (a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as

Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are

not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A**PROJECT DESCRIPTION**

The purpose of the Illinois Family Violence Coordinating Council (IFVCC) is to improve the justice system's institutional, professional, and community response to family violence, including intimate partner abuse, child abuse, teen dating violence, and abuse against older adults and people with disabilities.

Family Violence Coordinating Councils (FVCCs) are designed to improve the criminal justice system's response to family violence issues. The councils support prevention, education, and service coordination efforts for victims and perpetrators of domestic abuse, child abuse, teen dating violence, and abuse against people with disabilities and older adults using a three-pronged approach that includes the following:

- Coordinating and convening committees and workgroups to make policy, protocol, practice, and system change.
- Improving knowledge of criminal justice and social service professionals on family/domestic violence related topics through trainings.
- Increasing awareness and knowledge on family violence issues in the community.

The three-pronged approach provides opportunity for impact and change at different levels within the criminal justice system.

Local FVCCs provide opportunities for communication between criminal justice professionals and community service providers and encourage the sharing of information and resources, thereby providing for development of a network of safety and assistance for family violence victims.

EXHIBIT B

DELIVERABLES OR MILESTONES

Activity	Month Completed	Staff Position Responsible
Hiring	NA	NA
Steering Committee Meetings	Kane Steering (minimum 12/24 & 6/25) Kendall Steering (minimum 12/24 & 6/25)	LCC
Committee Meetings	Child & Youth Safety (minimum 9/24,12/24, 3/25 & 6/25) Protected Adults (minimum 9/24,12/24, 3/25 & 6/25) Violence Intervention Services (minimum 9/24,12/24, 3/25 & 6/25) Training/Learning Management System (minimum 12/24, 3/25 & 6/25)	LCC and Committee Co-chairs
Trainings	At least one completed each quarter	LCC, Training Teams & Committees
Public Awareness Events	6/30/2025	LCC & Committees
Family Violence Education Center (FVEC) – Learning Management System (LMS)	Phase 2: 12/24 & Phase 3: 6/25	LCC, Training Teams & Committees
Provide Monthly/Quarterly Fiscal Reporting and Documentation as required by ICJIA (required)	Monthly – Due the 15 th of following month Quarterly – Due October 15, 2024, January 15, April 15, or July 15, 2025	LCC & Fiscal Agent

Activity	Month Completed	Staff Position Responsible
Provide Quarterly Periodic Performance Report (PPR) and Documentation as required by ICJIA (required)	Quarterly – Due October 15, 2024, January 15, April 15, or July 15, 2025	LCC & Fiscal Agent
Provide closeout fiscal reporting and property inventory as required by ICJIA (required)	July 30, 2025	LCC & Fiscal Agent
Other:		

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Mary Ratliff

Title: Program Director

Address: 524 S. 2nd Street, Suite 220, Springfield, IL 62701

GRANTEE CONTACT

Name: Alice Elliott

Title: Director of Court Services

Address: 111 W. Fox, Yorkville, IL 60560

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Mary Ratliff

Address: 524 S 2nd Street, Suite 220, Springfield, IL 62702

Phone: 217-720-5855

E-mail Address: Mary.Ratliff@Illinois.gov

GRANTEE CONTACT

Name: Alice Elliott

Address: 111 W Fox, Yorkville, IL 60560

Phone: 630-553-4209

E-mail Address: aelliott@kendallcountyl.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Goals, Objectives, and Performance Measures

Goals are general statements of what the program hopes to accomplish. Objectives are the specific, measurable changes planned during implementation.

Goal 1 Mandatory: The local circuit Family Violence Coordinating Council will work to improve systemic responses to family violence. These include, but are not limited to, domestic violence, child abuse, teen-dating violence, and abuse against older adults/persons with disabilities. The local FVCC will develop multi-disciplinary committees that will provide oversight, guidance and assistance in developing policies and procedures that will enforce abuser accountability and enhance victim and community safety.

A Steering Committee is required that meets at least three times per year. Councils are encouraged to have at least two other committees that meet quarterly.

Performance Measures	Performance Standards/Frequency
Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.	__6__ (#) of committees formed.
Kendall County Local Council Steering Committee will meet at least 3 times per year (REQUIRED).	__6__ (#) of local council steering committee meetings.
Kane County Local Council Steering Committee will meet at least 3 times per year (REQUIRED).	__3__ (#) of local council steering committee meetings.
Kendall County Local Council Steering Committee members will attend meetings consistently.	__40__ % of committee members attending meetings based on total number of committee members.
Kane County Local Council Steering Committee members will attend meetings consistently.	__40__ % of committee members attending meetings based on total number of committee members.
<u>Child & Youth Safety</u> committee will meet regularly.	__5__ (#) committee meetings per year.

<u>Protected Adults</u> committee will meet regularly.	<u> 5 </u> (#) committee meetings per year.
<u>Violence Intervention Services</u> committee will meet regularly.	<u> 4 </u> (#) committee meetings per year.
<u>Training/Learning Management System (LMS)</u> committee will meet regularly.	<u> 3 </u> (#) committee meetings per year.
Committee 'Sub-teams' for development of specific trainings/LMS programs	As needed
Goal 2 Mandatory: Improve the knowledge of criminal justice professionals on domestic violence related topics.	
Performance Measures	Performance Standards/Frequency
Provide trainings to local circuit criminal justice and family violence professionals.	<u> 4 </u> (#) of trainings provided to local circuit criminal justice and family violence professionals.
Educate criminal justice and family violence professionals through trainings.	<u>100</u> (#) of attendees participating in trainings.
Collect evaluations from trainings.	<u> 50 </u> (#) of training evaluations collected.
Training participants indicate increased confidence on evaluation.	<u> 75 </u> % of participants that indicate increased confidence after training based on number of attendees.
Follow up with participants and/or agencies after training.	<u>100</u> (#) of follow-up contacts made.
Goal 3 Mandatory: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, human trafficking, and abuse against older adults and persons with disabilities) in the communities of the circuit.	
Performance Measures	Performance Standards/Frequency

Coordinate with local criminal justice professionals and community agencies to participate in community awareness events and activities regarding family violence related topics.	<u> 2 </u> (#) of community awareness events and activities.
Educate and disseminate information to attendees at community awareness events and activities.	<u> 50 </u> (#) of participants at community awareness events and activities.
Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)	<u> 40 </u> (#) times information is disseminated to criminal justice and family violence professionals.

EXHIBIT E**SPECIFIC CONDITIONS**

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

SPECIFIC CONDITIONS	
ICQ Section:	05-Audit
Conditions:	Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.
Risk Explanation:	Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.
How to Fix:	Implementation of grantee's corrective action plan.
Timeframe:	When corrective action is complete.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in

the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and

- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 3. be prepared at least monthly and coincide with one or more pay periods;
 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved

extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, and disclose any Conflicts of Interest to Grantor for approval prior to hiring the contractor.

31.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

31.4. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent

and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 Ill. Admin. Code 7000.70, including but not limited to Sam.gov registration.

32.6 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

32.7 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

32.8 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

32.9 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

32.10 Grantee will make fiscal and programmatic technical assistance available to all subawards.

32.11 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

32.12 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

32.13 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.
35. Copyrights and Patents.
- 35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
36. Management and Disposition of Equipment and Commodities.
- 36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.
- 36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.
- 36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.
- 36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the

agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
- (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2. The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6. Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.5. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.6. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization.

Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –

- i. it represents that –
 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and

volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the Uniform Requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
52. Training. No funds may be used to cover training costs, described in the Exhibits, until Grantee complies with the following:
 - A. That any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
 - B. To comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at available at <http://www.ojp.gov/funding/confcost.htm>.
53. In-person Meeting. Grantee agrees to the following: Travel to and attend 1 IFVCC Local Council Coordinator's meeting and 1 statewide training as directed by ICJIA.

The remainder of this page is intentionally left blank.

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	UEI#: ES1SZWNDT9N5	NOFO ID: 2096-2072	Grant #: 322516
CSFA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)	State Fiscal Year(s): SFY25	Project Period: 07/01/2024-06/30/2025

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." **Please read all instructions before completing form.**

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	<u>Year 1</u>			
(a). State of Illinois Grant Amount Requested	\$ 62,000			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>			
Personnel (Salaries & Wages) (200.430)				
Fringe Benefits (200.431)				
Travel (200.474)				
Equipment (200.439)				
Supplies (200.94)	\$ 350			
Contractual Services (200.318) & Subawards (200.92)	\$ 61,650			
Rent and Utilities (200.465)				
Telecommunications				
Training and Education (200.472)				
16. Total Direct Costs (lines 1-15) (200.413)	\$ 62,000			
17. Indirect Costs* (see below) (200.414)				
Rate _____ % Base: \$ _____				
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 62,000			

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may **not** have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) ☐ Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

- 2b) ☐ Our Organization currently does **not** have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

- 4) ☐ For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
- ☐ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
- ☐ Complies with other statutory policies (please specify) :
- The Restricted Indirect Cost Rate is _____%

- 5) ☒ No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

**Basic Negotiated Indirect Cost Rate Agreement information
if Option (1) or (2a) is selected**

Period Covered by the NICRA:

Approving Fed/State Agency (please specify):

The Indirect Cost Rate is:

The Distribution Base is:

Section A - Indirect Cost Info

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	UEI#: ES1SZWNDT9N5	NOFO ID: 2096-2072	Grant #: 322516	
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)	State Fiscal Year(s): SFY25	Project Period: 07/01/2024- 06/30/2025	
If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.				
SECTION B -- MATCH FUNDS				
Program Revenues	Year 1			
Grantee Match Requirement: ____% (ICJIA to populate only if match is required)				
(b). -Cash				
(c). -Non-cash				
(d). Other Funding & Contributions				
NON-STATE Funds Total	\$ -			
BUDGET SUMMARY MATCH FUNDS				
Budget Expenditure Categories OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Year 1			
Personnel (Salaries & Wages) 200.430	\$ -			
Fringe Benefits 200.431	\$ -			
Travel 200.474	\$ -			
Equipment 200.439	\$ -			
Supplies 200.94	\$ -			
Contractual Services (200.318) & Subawards (200.92)	\$ -			
9. Occupancy (Rent & Utilities)	\$ -			
11. Telecommunications	\$ -			
12. Training & Education	\$ -			
16. Total Direct Costs (lines 1-15) 200.413	\$ -			
17. Indirect Costs* (see below) 200.414				
Rate: _____ % Base: _____	\$ -			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)	\$ -			

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	UEI#: ES1SZWNDT9N5	NOFO ID: 2096-2072	Grant #: 322516
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)	State Fiscal Year(s): SFY25	Project Period: 07/01/2024- 06/30/2025

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). ”

Implementing Agency		Program Agency
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
Signature	Signature	Signature
Name of Official	Name of Official	Name of Official
Title Chief Financial Officer (or equivalent)	Title Executive Director (or equivalent)	Title Executive Director (or equivalent)
Date of Signature	Date of Signature	Date of Signature

Note: The State awarding agency may change required signers based on the grantee’s organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) UEI:					
Grantee (or Subgrantee) Name:					
Grantee (or Subgrantee) DBA:					
Grantee (or Subgrantee) Address:					
City:		State:		Zip+4:	
Grantee (or Subgrantee) Principal Place of Performance:					
City:		State:		Zip+4:	
Grant #: 322516		Award Amount:	\$	62,000	Project Period: 07/01/2024-06/30/2025
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority					
CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)					
Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:					
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes ☐ If yes, must answer Q2 below.					
No ☐ If no, you are not required to provide data.					
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes ☐ If yes, you are not required to provide data.					
No ☐ If no, you must provide the data. Please fill out the rest of this form.					
Please provide names and total compensation of the top five officials:					
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			

Implementing Agency Name: Kendall County

Grant #: 322516

Section C - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
Total						\$ -	\$ -	\$ -

Personnel Narrative:

Implementing Agency Name: Kendall County

Grant #: 322516

Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs									Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Health insurance (Please specify)	Workers comp (Please specify)	Unemployment (Please specify)	Life insurance (Please specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)				
			7.6500%										
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
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Fringe Narrative: _____

3). **Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

Implementing Agency Name: Kendall County

Grant #: 322516

Section C - Budget Worksheet & Narrative

4). **Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$ -	\$ -	\$ -

Equipment Narrative:

Implementing Agency Name: Kendall County

Grant #: 322516

Section C - Budget Worksheet & Narrative

5). **Supplies** (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Office Supplies	1	\$ 150.00	100.00%	\$ 150		\$ 150
Training Supplies	1	\$ 200.00	100.00%	\$ 200		\$ 200
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
Total				\$ 350	\$ -	\$ 350

Supplies Narrative:

- Office Supplies comprise consumables: printing paper, toner & drum, staples, folders, file labels binders, presentation supplies, paperclips, tape, clipboards, flashdrives, notebooks, and other related material that will be needed and will not exceed \$50.00 per unit.

- Training Supplies are various learning materials to be used for council training events: Printing, Binding, laminating, handouts, video editing & management tools, job aides, and resource material. Education and Training Supplies include the above and other related materials that will be needed and will not exceed \$50.00 per unit.

Implementing Agency Name: Kendall County

Grant #: 322516

Section C - Budget Worksheet & Narrative

6). **Contractual Services** (2 CFR 200.318) & **Subawards** (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88) . **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program adminsitator for additional information.** This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
FVCC Coordinator	\$ 30.00	hour	1536	100.00%	\$ 46,080	\$ -	\$ 46,080
Compensation for Partners	\$ 7,300.00	year	1	100.00%	\$ 7,300	\$ -	\$ 7,300
Technology Fees	\$ 1,507.00	year	1	100.00%	\$ 1,507	\$ -	\$ 1,507
Contractural Employee Travel	\$ 790.00	year	1	100.00%	\$ 790	\$ -	\$ 790
Training	\$ 400.00	year	1	100.00%	\$ 400	\$ -	\$ 400
Learning Management System	\$ 5,273.00	year	1	100.00%	\$ 5,273	\$ -	\$ 5,273
Speaker fees	\$ 300.00	year	1	100.00%	\$ 300	\$ -	\$ 300
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total					\$ 61,650	\$ -	\$ 61,650

Contractual Narrative:

- FVCC Coordinator: Compensation for managing council activities, LCC hours are based on approximately 32 hours a week.for 48 weeks

- Compensation for Partners: To Community Crisis Center, Mutual Ground, Safe Passage, AIM-Center for Independant Living and Senior Service Associates to participate in council meetings and activities and assist with training activities. Amounts allocated to each agency are TBD and subcontractor packets will be completed and submitted for approvals as required by ICJIA
- Technology Fees: Technology fees are estimated to be monthly or annual subscriptions fees for: Zoom video meetings/trainings, data plan, Smartsheet project mgmt, OOMA- VOIP phone service, Loom video editing tool, Funtivity Zoom app for and Canva graphics creation (estimated \$1507.00 annually).
- Contractual Employee Travel: Coordinator trip to Springfield for annual LCC meeting: Accommodations: 1 room: Rate \$107 with 13% tax \$120.91 (rounded to \$121) Meal Reimbursement: 1 day perdiem at \$44.00; Car Rental (3 days because must go night before event and return must be on AM of day **following** event arrival post closing) \$39*3=\$117 with 13%tax/fees= \$132.21 (round to 133)- Gas round trip Approx 400 miles/ 30mpg, \$4 per gallon=\$54. Coodinator mileage for local council business includes trainings, meetings and events for grant period. Mileage is most economical mode for this travel. Estimated 585 miles annually X.67/mile= \$438
- Training- These training funds would be used to support the LMS the grant is utilizing. It could be related to additional training/LMS needs/options, support of our LMS content into Podcasting. No funds will be used without ICJA approval of subcontractor
- Learning Management System (LMS): Thinkific Platform- Grow plan \$894/yr (50% plan discount); Thinkific Apps: including MazeTec & Funtivity Learning (\$680/yr), Articulate Authoring Software (annual license= \$1399), other tools for LMS development (\$300), additional LMS consulting for updates, changes & other assistance (\$2000),
- Speaker Fees- Compensatoin for 1-3 trainers depending on experience, specific speakers TBD. All Speakers will be approved by ICJIA before contracts are executed.

Section C - Budget Worksheet & Narrative

9). **Occupancy -Rent and Utilities** (2 CFR 200.465) -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost	Basis	Length of time/Quantity	Pro-ration			
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
				Total	\$ -	\$ -	\$ -

Rent and Utilities Narrative

Section C - Budget Worksheet & Narrative

11). **Telecommunications** -- List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost	Basis	Length of time	Pr-ration			
					-		\$ -
					-		\$ -
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					-		\$ -
					-		\$ -
Total					\$ -	\$ -	\$ -

Telecommunications Narrative:

Section C - Budget Worksheet & Narrative

12). **Training and Education** (2 CFR 200.472) -- Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Computation				Federal/State Amount	Match	Total Cost
	Quantity	Basis	Cost	Length of time			
					-	-	\$ -
					-		\$ -
					-		\$ -
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					-		\$ -
					-		\$ -
Total					\$ -	\$ -	\$ -

Training and Education Narrative:

Section C - Budget Worksheet & Narrative

16). Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
			\$ -		\$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Institution/Organization

Signature

Name of Official

Title
Chief Financial Officer (or equivalent)

Date of Signature

Institution/Organization

Signature

Name of Official

Title
Executive Director (or equivalent)

Date of Signature

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<i>Personnel</i>	\$ -	\$ -	\$ -
<i>Fringe Benefits</i>	\$ -	\$ -	\$ -
<i>Travel</i>	\$ -	\$ -	\$ -
<i>Equipment</i>	\$ -	\$ -	\$ -
<i>Supplies</i>	\$ 350.00	\$ -	\$ 350.00
<i>Subcontracts and Subawards</i>	\$ 61,650.00	\$ -	\$ 61,650.00
<i>Occupancy (Rent & Utilities)</i>	\$ -	\$ -	\$ -
<i>Telecommunications</i>	\$ -	\$ -	\$ -
<i>Training & Education</i>	\$ -	\$ -	\$ -
<i>Indirect Costs</i>	\$ -	\$ -	\$ -
<i>TOTAL PROJECT COSTS</i>	\$ 62,000.00	\$ -	\$ 62,000.00

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	UEI#: ES1SZWNDT9N5	NOFO ID: 2096-2072	Grant #: 322516
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council (IFVCC)	State Fiscal Year(s): SFY25	Project Period: 07/01/2024-06/30/2025

FOR ICJIA USE ONLY

Final Budget Amount Approval

Final Total Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date
			6/20/2024 2:28:26 PM CDT

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

Budget Revision Amount Approval

Final Revised Budget Amount	ICJIA Program Staff Name	ICJIA Program Staff Signature	Date
Final Total Award Amount (if different)	ICJIA Fiscal & Administrative Staff Name	ICJIA Fiscal & Administrative Signature	Date

\$200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

Section A – Budget Summary

FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A - Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. Note the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program.*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs*

Section B - Budget Summary

MATCH FUNDS

MATCH FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d). the total of “Match Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

Section A – Budget Summary

I. Section A: Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

II. Section A - Indirect Costs: One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

III. Section B: All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.

V. FFATA Form: This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives \$25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

VI. Section C1- Personnel:

A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.

B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.

C) Quantity of time will depend on the basis selected.

VII. Section C2 - Fringe:

A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.

B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.

C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.

D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

VIII. Section C3 - Travel:

A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.

B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here:

<https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx> (copy and paste this address into a web browser).

IX. Section C4 - Equipment:

- A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
- B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

X. Section C5 - Supplies: Please list all supplies/commodities in this section.

XI. Section C6 - Contractual Services: Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

XII. Section C16 - Indirect Costs:

- A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
- B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.**

XIII. Summary: Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

XIX. Agency Approval: Do not complete this form - this will be filled out by ICJIA.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 7/16/2024
Subject: **Kendall Area Transit**
Prepared by: **Jennifer Breault, Finance and Budget Analyst**
Department: **Administration**

Action Requested:

Approval of Kendall Area Transit Pass Through Agreement for Public Transportation Financial Assistance Under Section 5310, Section 5311 and Downstate Operating Assistance Program (DOAP)

Approval of Agreement between Voluntary Action Center and County of Kendall

Approval of Kendall Area Transit Vehicle Lease

Board/Committee Review:

Economic Development and Administration

Fiscal impact:

\$60,000 from Senior Levy

Background and Discussion:

Passthrough agreement- This agreement is for the three main funding sources KAT receives which are 5311, 5310 and DOAP. The main sections of this agreement cover recipients' obligations, general obligations, and operations. Grant Agreement- Voluntary Action Center of Northern Illinois has been the operator of KAT since 2010. This agreement lays out the County Obligations and Grantees Obligations. The County is to pay them \$60,000 yearly. Vehicle Lease Agreement- This is a lease agreement for the 23 KAT buses Kendall County owns. The main sections of this lease are insurance, certifications, drug free workplace and warranties. All three grants are for a three-year term expiring in 2027.

Staff Recommendation:

Approval of the attached three agreements

Attachments:

Passthrough Agreement

Grant Agreement

Vehicle Lease Agreement

PASS THROUGH AGREEMENT FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5310 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5310), SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND THE ILLINOIS DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1)

WHEREAS, this Pass Through Agreement, hereinafter referred to as the “Agreement”, is made by and between Kendall County, Illinois, hereinafter referred to as the “Applicant”, and Voluntary Action Center of Northen Illinois, hereinafter referred to as the “Recipient”; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. Department of Transportation, through the State of Illinois under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), hereinafter referred to as “5310”; and

WHEREAS, Applicant is eligible to receive funds for public transportation services from the Federal Transit Administration of the U.S. DOT, through the State of Illinois under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), hereinafter referred to as “5311”; and

WHEREAS, Applicant is eligible to receive funds from the Downstate Operating Assistance Program, hereinafter referred to as “DOAP”, for public transportation services from the Illinois Department of Transportation, Division of Public and Intermodal Transportation, hereinafter referred to as the “State”, under Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*); and

WHEREAS, Recipient is a private non-profit transit operator eligible to receive 5310, 5311, and DOAP funds to provide public transportation in Applicant’s Service Area through this Agreement under Section 5310 of the Federal Transit Act, as amended (49 U.S.C. Section 5310), under Section 5311 of the Federal Transit Act, as amended (49 U.S.C. Section 5311), and under Article II of the Illinois Downstate Public Transportation Assistance Act (30 ILCS 740/2-2.05); and

WHEREAS, Recipient agrees to provide public transportation services in the Kendall County Service Area (hereinafter referred to as the “Service Area”); and

WHEREAS, this Agreement is to establish the parameters under which the Applicant will pass through 5310, 5311, and DOAP funds to the Recipient for the provision of transit service within the Service Area.

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the Applicant and the Recipient agree as follows:

Section A. Effective Date, Service Area, Termination Date.

1. **Effective Date.** This Agreement shall be effective immediately upon execution by Applicant and Recipient. Recipient hereby agrees to operate a demand-response, feeder route, and flexible route transit system as outlined in the Applicant's annually approved combined 5311/DOAP Application, hereinafter referred to as the "Application." The system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
2. **Service Area.** Recipient shall provide community and public transportation services within the Service Area, as outlined in the Application. With prior specification by the Applicant, Recipient will serve destinations outside the Service Area within sponsor municipalities and make connections to other transit service providers outside the Service Area.
3. **Termination Date.**
 - a. This Agreement shall remain in effect until July 1, 2027. However, this Agreement may be terminated before July 1, 2027 if the Applicant provides ninety (90) days advance written notice to the Recipient of its intent to terminate this Agreement. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
 - b. The Recipient shall have the right to terminate this Agreement before July 1, 2027 if the Recipient provides ninety (90) days prior written notice to the Applicant of its intent to terminate this Agreement.
 - c. Notwithstanding any other provisions herein, this Agreement shall terminate immediately upon written notice if the Applicant no longer receives necessary funding through the State of Illinois authorized by 5310, 5311, or DOAP.
 - d. This Agreement may, if agreed to in writing by all parties prior to the termination date, be extended for an additional three years. Any such extensions shall be executed by all parties no later than ninety (90) days prior to the termination date.

Section B. Operations

1. During the term of the Agreement, the Recipient shall operate in accordance with the Application and parameters described in Section III - Description of the Project, hereinafter referred to as the "Project", contained in the Application.
2. Prior to execution of any agreements between Applicant and any other party with respect to the Project and services required of the Recipient for any future expansion of the Project, Applicant will seek consent from Recipient and such services required of the Recipient shall be mutually agreed upon by both Applicant and Recipient.
3. Vehicles for operation of the community/public transportation shall be provided by the Applicant to the Recipient under the terms of a separate Vehicle Lease Agreement.

Section C. Recipient's General Obligations

The Recipient shall furnish the following management tasks in order to provide an efficient transit system.

1. **Transportation Operation including:**
 - a. Supervision of all transit personnel employed by the Recipient.
 - b. Securing all insurance coverage required by State and Applicant, and handling all matters with Recipient's insurance carriers, and Applicant's staff and Applicant's insurance carriers as it pertains to vehicle claims.
 - c. Direction and supervision of all accounting, bookkeeping, auditing and purchasing related to this agreement to service the KAT service area and connections to other transit service providers.
 - d. In partnership with Applicant, soliciting funding and service contracts with local agencies.
2. **Schedule Operations including:**
 - a. Studying and recommending changes in operating schedules, headway frequencies, transfer methods, and other related transit operations.
 - b. Seeking consensus of the Applicant and Recipient's Service Advisory Committee, hereinafter referred to as the "Committee", prior to making changes to operating schedules, headway frequencies, transfer methods, and other related transit operations. Representation on the Committee shall be mutually agreed upon by Recipient and Applicant. In general, the Committee shall consist of representatives from the Applicant, local social service providers and funding contributors to the transit program.
 - c. Posting and promoting service schedules.
3. **Employee Selection, Safety and Training including:**
 - a. Direction and supervision of the selection of all transportation personnel employed by the Recipient.
 - b. Direction and supervision of said employees' training as needed.
 - c. Direction and supervision of safety programs, safety meetings, and campaigns and use of safety equipment for the Recipient's personnel.
4. **Required Reporting and budgeting on behalf of the Applicant including:**
 - a. Recipient will provide all reports pertaining to KAT required of the Applicant by State of Illinois, Illinois Department of Transportation, Federal agencies, and Regional Transportation Authority to the Applicant's Program Compliance Oversight Monitor, hereinafter referred to as the "PCOM".
 - b. Recipient will provide reports required of the Applicant, including, but not limited to, the number of rides, riders, miles, costs per trip/ mile, age of riders, special needs riders, low income riders, rides in each municipality to the PCOM.
 - c. Recipient will complete operating budgets and required submittals required to seek and receive State and Federal funding through 5310, 5311, and DOAP.

5. Recipient shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.

Section D. General Requirements

1. Recipient shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system. Recipient agrees that all services to be undertaken by Recipient shall be carried out by competent and properly trained personnel of Recipient to the highest standards and to the satisfaction of the Applicant.
2. Recipient shall furnish tools, service equipment, office supplies, and materials as may be reasonably required to properly and efficiently manage, supervise, and operate said transit system and maintain the county-owned vehicles. When making any purchase greater than \$5,000, Recipient shall notify the PCOM, by written memo and a copy of the invoice, within 30 days of the purchase. Recipient shall comply with any applicable federal, state, or local procurement requirements.
3. The Applicant will insure the county-owned vehicles leased to the Recipient, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the Recipient shall also secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage, and medical payments coverage of at least \$20,000 per person and \$3,000,000 per annual aggregate of all claims. The Recipient's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Recipient or Recipient's employees. The Recipient's coverage shall name Applicant as an additional insured, with its members, representatives, officers, agents and employees. Recipient grants to Applicant and its past, present, and future officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Recipient may acquire against Applicant by virtue of the payment of any loss under such insurance. Recipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Applicant has received a waiver of subrogation endorsement from the insurer. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the Applicant upon execution of this Agreement. Such insurance shall be modifiable or cancelable only with the Applicant's written consent upon written notice by registered mail, mailed to the Applicant at least ninety (90) days in advance of such modification or cancellation. The Recipient shall furnish a copy of its insurance policies for examination by the Applicant at any time upon demand of the Applicant.

4. Recipient shall maintain, and furnish evidence of, a standard workers' compensation and employer's liability policy of insurance conforming to the requirements or applicable statute with limit of no less than \$1,000,000 per accident for bodily injury or disease and covering all employees employed by the Recipient, pursuant to this Agreement. Recipient waives any rights to recover damages from the Applicant for any injuries that Recipient and/or its employees may sustain while performing services under this Agreement.
5. Recipient shall operate the transportation system on the days, during the hours and over the routes with such scheduling, and at such fares as shall be approved by both parties and in accordance with Section B of this Agreement with regard to the Application's parameters and "Description of the Project".
6. Recipient shall keep such daily financial and other periodic records as the Applicant may direct and as may be required by state and/or federal law, and shall transmit the same to the Applicant in the manner and form designated by the Applicant and shall keep and preserve, or if directed by the Applicant shall deliver to the Applicant, such tickets, receipts or other documents or instruments as the Applicant may direct to substantiate the records, books, and accounts of the Recipient to be kept by the Recipient in accordance with accepted good accounting practices, as may be directed by the Applicant under the terms thereof, and shall permit the Applicant, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the Applicant may elect, and the Recipient shall reimburse the Applicant for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Recipient or its employees, that may be disclosed by such audit or examination.
7. The Recipient shall continue to comply with all of the applicable federal, state, and local regulations set forth in the Agreement, including the FTA Standard Assurances and Certifications, and with any other applicable federal regulation associated with the administration and provision of transportation services.
8. **Force Majeure.** Neither party shall be liable for any failure, delay or interruption of service or for failure or delay in performance of any obligations under this Agreement due to acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the parties. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

Section E. Amount of Grant

For eligible operating expenses incurred during the calendar year (hereinafter referred to as “fiscal year”), the Recipient shall receive the following funding from the Applicant as an eligible pass through recipient:

1. Reimbursements of eligible expenses incurred by the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant’s Approved Project Budget and permitted by 49 USC 5310.
2. Reimbursements of eligible expenses incurred by the Recipient for the provision of public transportation as approved by the State for the Project, up to the amount as stated in the Applicant’s Approved Project Budget and permitted by 49 USC 5311.
3. Up to 65% of Recipient’s eligible operating expenses, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for any given year, as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Recipient from any other state or local agency does not exceed Recipient’s actual operating deficit for that year, pursuant to 30 ILCS 740/2-3, -7.
4. The Recipient agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the pass through funds received from the Applicant, equal to 100% of the total project cost.
5. Any funds received by Applicant from sources, including those from sponsor municipalities, other than from 5310, 5311, or DOAP for the purposes as outlined in Section B of this Agreement, will be promptly forwarded to Recipient.
6. Funds passed through from Applicant to Recipient under this Agreement are contingent upon the receipt of 5310, 5311 and DOAP funds from the State to the Applicant.

Section F. Records, Information and Reports

1. Recipient shall permit the authorized representatives of the U.S. Department of Transportation and the Comptroller General of the United States, as well as auditors and representatives of the State of Illinois and the Applicant, to inspect and audit all data and records of the Recipient relating to its performance under this Agreement.
2. Recipient shall provide all information and reports required by the Regulations or directives issued pursuant hereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Recipient is in the exclusive possession of another who

fails or refuses to furnish this information, the Recipient shall so certify to the Applicant, or the DOT, as appropriate, and shall set forth what effort they have made to obtain the information.

Section G. Equal Employment Opportunity

1. **Equal Employment Opportunity.** In connection with the execution of this agreement, the Recipient shall not discriminate against any employee or applicant for employment because of race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. The Recipient shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, political affiliation, disability, marital status, age, color, sex, ancestry, military status, unfavorable discharge from military service, pregnancy, genetic information, sexual orientation, national origin, and/or any other legally protected status. Such actions shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection of training, including apprenticeship.
2. **Compliance with Regulations.** Recipient shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, hereinafter referred to as “DOT”, Title 49 Code of Federal Regulations, Part 1, as they may be amended from time-to-time, hereinafter referred to as the “Regulations”.
3. **Non-Discrimination.** Recipient, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Recipient, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Recipient shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
4. **Disadvantaged Business Enterprise.** Recipient shall comply with all applicable County, State of Illinois, and U.S. Department of Transportation regulations relating to Disadvantaged Business Enterprises (DBEs). DBEs shall be provided

maximum practicable opportunity to participate in contracting activities pursuant to this Agreement and Recipient shall make its best effort to comply with these regulations.

Section H. Notices

1. Any notices directed to Kendall County shall be sent to:

Christina Burns
Kendall County Administrator
Kendall County
111 W. Fox St.
Yorkville, IL 60560

with a copy sent to:

Kendall County State's Attorney
807 W. John St.
Yorkville, IL 60178

2. Any notices directed to Voluntary Action Center of Northern Illinois shall be sent to:

Nate Kloster
Chief Executive Director
Voluntary Action Center of Northern Illinois
1606 Bethany Road
Sycamore, IL 60178

Section I. Miscellaneous

1. **Independent Contractor Relationship.** Recipient hereby acknowledges and agrees that Recipient is an independent private non-profit organization eligible to receive public transportation funding by way of a pass-through agreement and is not an agent or employee of the Applicant. Recipient understands and agrees that Recipient is solely responsible for paying all wages, benefits and any other compensation due and owing to Recipient's officers, employees and agents in the performance of services as set forth in this Agreement. Recipient further understands and agrees that Recipient is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Recipient's officers, employees and/or agents who perform services as set forth in the Agreement. Recipient acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Recipient, Recipient's officers, employees and agents. Recipient hereby waives any rights to recover damages from the Applicant, its officers, employees, insurers, and/or agents for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Recipient's officers, employees and/or agents while performing the services set forth in this Agreement.

2. **Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or pecuniary interest in Recipient or this Agreement or, if any Kendall County officer or elected official does have a direct or pecuniary interest in Recipient or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
3. **Source of Funds.** Recipient understands and agrees that Applicant is acting solely as a pass-through for Federal and State grants and participating municipalities' contributions. Applicant is under no obligation pursuant to this Agreement to provide funding from its general revenue or from any other source.
4. **Drug Free Workplace.** Recipient agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).
5. **Compliance with Grant Agreement.** Recipient agrees to comply with the applicable provisions of the most current grant agreement between the State and Applicant to provide public transportation services in a non-urbanized area (30 ILCS 580/1 *et seq.*).
6. **Prevailing Wage.** Recipient agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using grant funds. In the event Recipient fails to comply with the notice requirements set forth in the Prevailing Wage Act, Recipient shall be solely responsible for any and all penalties, fines, and liabilities incurred for Recipient's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
7. **Indemnification.** Recipient shall indemnify, hold harmless and defend with counsel of Applicant's own choosing, Applicant, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Recipient of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Recipient in its performance under this Agreement or its operation of the transit system. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall not remove Recipient duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this

indemnification provision. Indemnification shall survive the termination of this Agreement.

7. **Hold Harmless.** With respect to demand response, feeder route, and flexible route transit systems, the Recipient agrees it will defend and hold harmless participating municipalities and their respective insurers, officers, employees, and agents against any and all liability, losses, costs, claims, charges, fees (including attorneys' fees), and/or any other damages and expenses, which the municipality and their respective officers, insurers, employees and/or agents may hereafter sustain, incur or be required to pay arising out of Recipient's officers, employees, and/or agents' performance or failure to adequately perform their obligations pursuant to any agreements between Applicant and municipalities with respect to demand response, feeder route, and flexible route transit systems.
8. **Entire Agreement.** This Agreement, the Grant Agreement, and the Vehicle Lease Agreement dated _____ collectively referred to herein as "the Agreements", represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.
9. **Counterparts.** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
10. **Authority to Execute Agreement.** The Applicant and Recipient each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
11. **Assignment.** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
12. **Waiver.** The Applicant and/or Recipient's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition or covenant, or the breach thereof.
13. **Lobbying.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

14. **Compliance With State and Federal Laws.** Recipient agrees to comply with all applicable federal, state and local laws and regulatory requirements to secure such licenses as may be required for its employees to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage, and labor laws.
15. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
16. **Savings Clause.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
17. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the Applicant is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the Applicant is required to use the services of an attorney, then the Applicant shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the Applicant pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In WITNESS THEREOF, the said Recipient has approved this Agreement and authorized it to be signed, sealed and attested by its Chief Executive Director, and said Applicant has approved the Agreement and authorized to be signed by the Kendall County Board Chair and to be sealed and attested to by its County Clerk on this _____ day of _____, 20__.

VOLUNTARY ACTION CENTER OF NORTHERN ILLINOIS

BY: _____
Nate Kloster, Chief Executive Director

WITNESS: _____
(print Witness name)

Kendall County, ILLINOIS

BY: _____
Matt Kellogg, County Board Chairman

ATTEST:

BY: _____
Debbie Gillette, County Clerk

GRANT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 2024 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Voluntary Action Center, a non-profit 501(c)(3) organization in good standing (“Grantee”). For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, Grantee operates a demand-response and flexible route transit system, commonly known within Kendall County as Kendall Area Transit (“KAT”); and

WHEREAS, the County recognizes the importance of the public service provided by KAT, particularly its focus on serving elderly residents of Kendall County; and

WHEREAS, Grantee’s goal is to provide approximately 75,000 one-way passenger trips per year to residents of Kendall County, including destinations outside Kendall County within sponsor municipalities and connections to other transit service providers such as METRA and PACE; and

WHEREAS, Grantee’s primary sources of funding are grants from the Downstate Operating Assistance Program (“DOAP”) and federal funds under Sections 5310 and 5311 of the Federal Transit Act; and

WHEREAS, the County is the pass-through for DOAP and Section 5310 and 5311 funding to Grantee; and

WHEREAS, the County finds that providing additional funding to Grantee beyond state and federal funds will promote the public services provided by KAT; and

WHEREAS, the County finds distributing funds from its Senior Levy will support the services provided by KAT; and

WHEREAS, the County authorizes a monetary contribution (the “County Grant Funds”) to Grantee to support the services provided by KAT.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County's Obligations

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse \$60,000.00 annually to Grantee in semiannual installments of \$30,000.00 each on January 31 and July 31. Said amounts actually disbursed to Grantee shall hereinafter be referred to as "County Grant Funds."
- b. This Agreement shall be effective for a three-year term, with the first semiannual disbursement of \$30,000.00 to be paid by July 31, 2024 and the final semiannual disbursement of \$30,000.00 to be paid by January 31, 2027.

3. Grantee's Obligations

- a. Grantee understands and agrees it shall use the County Grant Funds only for KAT's operational and capital purposes.
- b. If Grantee uses the Grant funds for any purpose other than KAT's operational and capital purposes, Grantee shall immediately reimburse the County the full amount of County Grant Funds received from the County.
- c. By signing this Agreement, Grantee affirms its status as a nonprofit 501(C)(3) in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all County Grant Funds disbursed to Grantee.
- d. Grantee agrees that its organization will continue to operate and to serve the residents of Kendall County for the duration of this Agreement. If the Grantee's organization ceases to operate and serve the residents of Kendall County prior to the end of this Agreement, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all County Grant Funds disbursed to Grantee.
- e. Grantee agrees to continue to use the name "Kendall Area Transit" while operating its system within Kendall County.

- f. Grantee shall provide demand-response and flexible route transit services to Kendall County residents from 7:00 am to 7:00 pm, Monday through Friday, subject to change by written agreement of the parties and subject to funding. The Grantee shall furnish full and complete management, supervisory, and operational services that are reasonably required for the provision of public transit services to Kendall County residents.
- g. Grantee shall consult with the County before making any changes to schedules, routes, or other related transit operations.
- h. Grantee shall continue to comply with all applicable federal, state, and local regulations, including the FTA Standard Assurances and Certifications, and with any other applicable regulations associated with the administration and provision of transportation services.
- i. Grantee shall maintain all original records relating to its use of the County Grant Funds for a period of at least ten (10) years after the County Grant Funds are spent or the period of time required by other state or federal law, whichever is longer. Grantee shall keep such daily financial and other periodic records as the County may direct and as may be required by state and/or federal law, and shall transmit the same to the County in the manner and form designated- by the County and shall keep and preserve, or if directed by the County shall deliver to the County, such tickets, receipts or other documents or instruments as the County may direct to substantiate the records, books, and accounts of the Grantee to be kept by the Grantee in accordance with accepted good accounting practices, as may be directed by the County under the terms thereof, and shall permit the County, through certified independent auditors, to examine and audit said records, books and accounts at any and all reasonable times as the County may elect, and the Grantee shall reimburse the County for any loss or overcharge, other than losses from theft, robbery or other causes beyond the control of the Grantee or its employees, that may be disclosed by such audit or examination.
- j. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using County Grant Funds shall be subject to the

Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using County Grant Funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.

- k. If Grantee uses County Grant Funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
 - v. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using County Grant Funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- l. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary

for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

- m. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- n. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Grantee shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003. Grantee shall comply with the regulations relative to non-discrimination in federally assisted

programs of the Department of Transportation, Title 49 Code of Federal Regulations, Part 1, as they may be amended from time to time.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the County Grant Funds shall be from the County's Senior Levy. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient funds from its Senior Levy, said sufficiency to be determined at County's sole discretion, to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the County Grant Funds to Grantee shall be suspended unless and until sufficient Senior Levy funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Senior Levy funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to disburse Senior Levy funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. If, following the disbursement of County Grant Funds to the Grantee, the County determines, in its sole discretion, the Grantee submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all County Grant Funds.
- b. Any breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all County Grant Funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of County Grant Funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

Nate Kloster
Chief Executive Officer
1606 Bethany Road
Sycamore, IL 60178

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

11. Entire Agreement

This Agreement, the Vehicle Lease Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance dated _____ represent the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in

any other agreement whether oral or written. Except as expressly stated herein, this Agreement, the Vehicle Lease Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance dated _____ supersede any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Conflict of Interest

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

14. Waiver

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

15. Termination

This Agreement shall be in full force and effect upon signature by both parties. However, the County may terminate this Agreement prior to the conclusion of its three-year term upon 30 days advance written notice to the Grantee, and the Grantee may terminate this Agreement prior to the conclusion of its three-year term upon 180 days advance written notice to the County. No additional payments, penalties, and/or early termination charges shall be required from the County upon termination of the Agreement. Notwithstanding any other provisions herein, this Agreement shall terminate immediately and the County shall be under obligation to provide any further

County Grant Funds upon written notice that the County no longer receives funding from DOAP or Sections 5310 and 5311. Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

16. Authority

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

VOLUNTARY ACTION CENTER

Matt Kellogg
Kendall County Board Chair

Nate Kloster
Chief Executive Officer

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (hereinafter referred to as the "Agreement") made and entered into between Kendall County, Illinois, a unit of local government (hereinafter referred to as the "County") and the Voluntary Action Center of Northern Illinois, an Illinois Not-For-Profit Corporation (hereinafter referred to as "VAC"); WITNESSETH:

WHEREAS, the County will acquire certain vehicles, including the vehicle(s) described in the List of Vehicles attached hereto and made a part hereof this Agreement as **Exhibit "A"**; and

WHEREAS, the County desires to lease such vehicles identified in **Exhibit "A"** to VAC for its use in providing public transportation services pursuant to the terms of the Pass Through Agreement for Public Transportation Financial Assistance executed by the parties on _____, 20____.

THEREFORE, based upon the mutual promises and covenants set forth below, the parties do hereby agree as follows:

1. The County shall lease to VAC, for its sole use, the vehicles described in **Exhibit "A"**.
2. The County agrees to lease the vehicle(s) described in **Exhibit "A"** to VAC for the annual fee of One Dollar (\$1.00) per vehicle.
3. The County will insure the county-owned vehicles leased to VAC, which are identified in Exhibit "A" to the Vehicle Lease Agreement. However, the VAC shall also secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage, and medical payments coverage of at least \$20,000 per person and \$3,000,000 per annual aggregate of all claims. VAC's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by VAC or VAC's employees. VAC's coverage shall name the County as an additional insured, with its members, representatives, officers, agents and employees. VAC grants to the County and its past, present, and future officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of VAC may acquire against the County by virtue of the payment of any loss under such insurance. VAC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not VAC has received a waiver of subrogation endorsement from the insurer. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only with the County's written consent upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. VAC shall furnish a

copy of its insurance policies for examination by the County at any time upon demand of the County.

4. VAC may acquire and maintain additional insurance coverage for the vehicles identified in **Exhibit "A"**, at VAC's own expense, which exceeds the minimum insurance requirements set forth in Paragraph 3 above. Any such policies shall have the County added as a named additional insured and shall require a thirty (30) calendar day advance written notice to the County in the event of the cancellation or non-renewal of any such policy or policies. Upon execution of this Agreement, VAC shall provide a copy of the current insurance policy to the County.
5. VAC shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by VAC of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of VAC in its performance under this Agreement or resulting from VAC's operation, use, and storage of the vehicles described in **Exhibit "A."** Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the Kendall County State's Attorney has pre-approved the appointment of the attorney to represent the Releasees. Releasees' participation in its defense shall not remove VAC's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
6. VAC agrees and warrants that the vehicles described in **Exhibit "A"** have been delivered to VAC in good operating condition and are free of defects and are suitable for the intended use of VAC. VAC warrants that it and all persons who will operate the vehicles described in **Exhibit "A"** shall hold valid driver's licenses issued by the State of Illinois and that neither VAC nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required for the vehicles described in **Exhibit "A"**.
7. VAC agrees to keep the vehicle(s) described in **Exhibit "A"** in good operating condition and working order as required in the maintenance program described in each vehicle's Owner's Manual and shall properly maintain and repair the vehicle(s) described in **Exhibit "A"** to manufacturer's specifications. VAC further agrees to maintain all vehicle maintenance and

repair records and make said records available to the County upon the County's request.

8. VAC agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing, registration, use and operation thereof of the vehicles during the term of this Agreement, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, shipment, taxes, charges, use, ownership, transportation, delivery or operation of same. The County shall in no way be obligated to maintain, repair or service said vehicles during the term of this Agreement.
9. VAC agrees to notify the County at such time as it desires to permanently remove any vehicle described in **Exhibit "A"** from service due to age or mechanical condition.
10. During the term of this Agreement, the vehicles described in **Exhibit "A"** shall be principally kept or garaged when not in use at County's garage in Kendall County, Illinois, or at such other address in the State of Illinois as VAC shall give the County advance written notice of. Without the prior written consent of the County, the vehicles described in **Exhibit "A"** shall not be removed from Kendall County, Illinois except for trips of short duration and/or for trips referenced in the System Service Area of the County's annually approved combined 5311/DOAP Application.
11. VAC agrees to use the vehicles described in **Exhibit "A"** only for lawful purposes. VAC agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event VAC fails to pay any assessment, tax, lien or fine levied against the vehicles, the County may, at its election, make such payment and VAC shall reimburse the County on demand. VAC shall indemnify, defend with counsel of the County's own choosing, and hold the County harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.
12. This instrument is a lease and not an installment contract. The vehicles described in **Exhibit "A"** are the sole property of the County and VAC shall ensure that the County is named as the owner on any certificate of title issued with respect to the vehicles. VAC shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of the County, so long as VAC is not in default under the terms of this Agreement.
13. This Agreement, the Grant Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance executed by the County and VAC on _____, 20__ represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The parties expressly agree hereto that this Agreement replaces the Vehicle Lease Agreement executed by the parties on January 5, 2010, and amended on October 2, 2012. This Agreement, the Grant Agreement, and the Pass-Through Agreement for Public Transportation Financial Assistance executed by the parties on _____, 20__ supersede any prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

14. This Agreement shall remain in effect from the date of the parties' execution of this Agreement until termination of the Pass-Through Grant Agreement for Public Transportation Financial Assistance executed by the parties on _____, 20____.
15. This Agreement may be terminated before the lease period expires if one of the following occurs: (a) the County provides ninety (90) calendar days advance written notice to VAC of its intent to terminate this Agreement; (b) VAC provides ninety (90) calendar days advance written notice to the County of its intent to terminate this Agreement; or (c) as mutually agreed upon in writing by both parties.
16. Notwithstanding any other provision herein, this Agreement shall terminate immediately upon written notice if the County no longer receives public transportation financial assistance through the State of Illinois under Section 5310 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5310), Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C § 5311) and the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1).
17. Upon termination of this Agreement, VAC shall return all vehicles described in **Exhibit "A"** to the County in the same condition as the vehicles were received. VAC shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with VAC's use of the vehicles.
18. **Non-Discrimination.** VAC, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. VAC, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment/affirmative action requirements set forth in applicable state and federal laws and regulations. VAC shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
19. **Payment.** Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended. (50 ILCS 505/1 et seq.)
20. **Certification.** VAC certifies that VAC, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). VAC further certifies by signing the Contract documents that VAC, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined

in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has VAC made an admission of guilt of such conduct that is a matter of record, nor has an official, officer, agent, or employee of the company been so convicted nor made such an admission.

21. **Conflict of Interest.** Both parties affirm no County officer or elected official has a direct or pecuniary interest in VAC or this Agreement or, if any County officer or elected official does have a direct or indirect pecuniary interest in VAC or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
22. **Drug Free Workplace.** VAC and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
23. **Compliance With State and Federal Laws.** VAC agrees to comply with all applicable federal, state and local laws and regulatory requirements to secure such licenses as may be required for its employees to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage, and labor laws.
24. **Savings Clause.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
25. **Choice of Law and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-Third Judicial Circuit, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.
26. **Warranties.** All services to be undertaken by VAC shall be carried out by competent and properly trained personnel of VAC to the highest standards and to the satisfaction of County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
27. **Remedies.** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and

by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

28. **Notice.** Any notices directed to Kendall County shall be sent to: Christina Burns, Kendall County Administrator, Kendall County, 111 W. Fox St., Yorkville, Illinois 60560 with a copy to the Kendall County State's Attorney, 807 W. John St. Yorkville, Illinois 60560. Any notices directed to VAC shall be sent to: Nate Kloster, Executive Director, Voluntary Action Center of Northern Illinois, 1606 Bethany Road, Sycamore, Illinois 60178.

In WITNESS THEREOF, the VAC has approved this Agreement and authorized it to be signed, sealed and attested by its Chief Executive Director, and said County has approved this Agreement and authorized it to be signed by the County Board Chair and to be sealed and attested to by its County Clerk on this ____ day of _____ 20____.

VOLUNTARY ACTION CENTER of NORTHERN ILLINOIS

BY: _____
Nate Kloster, Chief Executive Director

KENDALL COUNTY, ILLINOIS

BY: _____
Matt Kellogg, County Board Chair

ATTEST:

BY: _____
Debbie Gillette, County Clerk and Recorder

EXHIBIT “A”

LIST OF VEHICLES

Vehicle #	Make	Model	Year	I.D.
KAT1	Chevrolet/ Eldorado	C5500	2009	1GBE5
KAT3	Ford/ Edorado	E350	2009	1FDEE
KAT4	Ford/ Eldorado	E350	2009	1FDEE
KAT5	Ford/ Eldorado	E350	2009	1FDEE
KAT6	Ford/ Eldorado	E350	2009	1FDEE
KATM2	Dodge/ Braun	Grand Caravan	2013	2C7WD
KATM3	Dodge/ Braun	Grand Caravan	2013	2C7WD
KAT10	Ford/ Starcraft	E350	2014	1FDEE
KAT11	Ford/ Starcraft	E350	2014	1FDEE
KAT12	Ford/ Starcraft	E350	2015	1FDEE
KAT13	Ford/ Starcraft	E450	2016	1FDFE
KAT14	Ford/ Starcraft	E450	2016	1FDFE
KAT15	Ford/ Starcraft	E450	2016	1FDFE
KAT16	Ford/ Starcraft	E450	2016	1FDFE
KAT17	Ford/ Starcraft	E450	2016	1FDFE
KAT18	Ford/ Starcraft	E450	2016	1FDFE
KAT19	Ford/ Starcraft	E450	2016	1FDFE
KAT20	Ford/ Starcraft	E450	2016	1FDEE

Additional vehicles to be covered under the terms of this Agreement shall be identified and approved in writing by the County and VAC. Additional vehicles identified by the parties may be leased, purchased, gifted or granted to the County.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 7/16/2024
Subject: Rabies Tag & Adoption Fee increase
Prepared by: Taylor Cosgrove
Department: Animal Control

Action Requested:

Approval of the proposed rabies tag and adoption fees increase

Board/Committee Review:

County Board

Fiscal impact:

For 2023, the fee increase would have resulted in up to an additional \$58,765 to support animal control operations.

Background and Discussion:

This is a request to approve the increase of county rabies tag fees, as well as adoption fees for animals adopted from our shelter.

The proposed increase in fees is as follows:

Dog Adoption fees: \$150 (currently \$120)

Puppy Adoption fees: \$175 (currently \$135)

Cat Adoption fees: \$100 (currently \$70)

Kitten Adoption fees: \$125 (currently \$85)

Tags:

1 year altered: \$15 (currently \$12)

1 year unaltered: \$30 (currently \$27)

3 years altered: \$35 (currently \$30)

3 years unaltered: \$75 (currently \$65)

Staff Recommendation:

It is my recommendation that the proposed fees are implemented to offset the ever-rising operational costs of our department, and routine veterinary care for the animals housed at our facility. It is the recommendation of Dr. Schlapp, Vet Administrator for the county that the unaltered tag fee is not charged for dogs until they are 1 year of age and beyond. The cat unaltered/alterd fee will not change and will be charged accordingly no matter the age of the cat.

Attachments:

New proposed County Ordinance for Animal Control fees.

COUNTY OF KENDALL, ILLINOIS

Ordinance 24 - ____

Kendall County Animal Control Fees Ordinance

WHEREAS Kendall County has the authority to regulate animals and the possession thereof within the County limits. 510 ILCS 5/24; and

WHEREAS in 2019 the General Assembly amended 510 ILCS 5/8 to include, “A veterinarian who inoculates a cat that is a companion animal shall issue an inoculation certificate to the owner which shall comply with any registration requirements adopted by the county under Section 3 of this Act”; and

WHEREAS that authority includes the ability to establish fees to support the requirements established by the County and the services provided by the County. See 55 ILCS 5/5-1005; 510 ILCS 5/7; 510 ILCS 5/8; 510 ILCS 5/10; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of the County of Kendall, State of Illinois that hereafter the following animal control fees are established in Kendall County and shall be collected by the Kendall County Animal Control Department. These fees will then be remitted to the Kendall County Treasurer in accordance with section 7 of the Illinois Animal Control Act (510 ILCS 5/7), unless required otherwise by applicable state statute or regulation.

Section 1: Rabies Tags. The following fees shall be imposed on all individuals obtaining rabies vaccination tags for dogs and cats that are companion animals from the Kendall County Animal Control Department:

Rabies Tags Fee for 2023:

- a. One-year tags: \$12 for an altered animal, and \$27 for an intact animal;
- b. Three-year tags: \$30 for an altered animal, and \$65 for an intact animal;
- c. Replacement tags: \$5 for a replacement tag, with proof of vaccination and original tag purchase.

Rabies Tags Fee for 2024 and future years:

- a. One-year tags: \$15 for an altered animal, and \$30 for an intact animal
- b. Three-year tags: \$35 for an altered animal, and \$75 for an intact animal
- c. Replacement tags: \$5 for a replacement tag, with proof of vaccination and original tag purchase.

Section 2: Relinquishment Fees. The following fees shall be imposed on all individuals seeking to relinquish ownership of a dog to the Kendall County Animal Control Department:

- a. \$50 for a dog or cat older than four months;
- b. \$25 for a puppy or kitten, four months or younger;
- c. \$50 for a nursing mother with puppies or kittens;
- d. \$25 for the first puppy or kitten in a litter, four months or younger, and \$5 for each additional puppy or kitten in the litter.
- e. \$25 for any domestic animal that is not a dog or cat.

Section 3: Reclaiming Fees. The following fees shall be imposed on all individuals seeking to reclaim an animal, owned by them but taken into the custody of Kendall County Animal Control Department, for whatever reason:

- a. *Impoundment Fees:* \$45 for a first offense, \$120 for a second offense, and \$150 for a third offense;
- b. *Public Safety Fee:* \$25 fee or the amount required pursuant to Section 8 of the Illinois Animal Control Act (510 ILCS 5/10), whichever is greater. This fee, however, shall be waived for a first offense, but only if (i) the animal has been altered, or (ii) the animal is altered within fourteen (14) calendar days after being reclaimed and the owner submits proof thereof to the Kendall County Animal Control Department within a timely manner;
- c. *Boarding Fees:* \$12 per day for each calendar day the animal is boarded by the Kendall County Animal Control Department (if the animal arrived during the Department's regular business hours), or the following day (if the animal arrived after regular business hours);
- d. *Rabies Vaccination Refundable Deposit:* If an individual seeking to reclaim a dog does not present documentation to verify the dog is current with its rabies vaccination, the individual shall submit a rabies vaccination deposit before the dog may be reclaimed from the Kendall County Animal Control Department. The rabies vaccination deposit may only be refunded if proof of rabies vaccination is received by the Kendall County Animal Control Department within five (5) business days after the dog is reclaimed. The rabies vaccination deposit amount shall be \$40 for a first offense, and \$80 for each subsequent offense;
- e. *Spay/Neuter Refundable Deposit:* If an intact animal is impounded by the Kendall County Animal Control Department a second time, the individual seeking to reclaim that animal must submit a \$40 spay/neuter deposit. No intact, impounded animal shall be released by the Kendall County Animal Control Department prior to receipt of the spay/neuter deposit. The spay/neuter deposit may only be refunded if proof that the animal has been altered is received by the Kendall County Animal Control Department within thirty (30) calendar days after the animal was reclaimed. If an intact animal is received by Kendall County Animal Control Department a third or subsequent time, they may not be released from the Kendall County Animal Control Department without first being spayed or neutered at the expense of the owner.

No animal will be released to the owner until all fees set forth in Section 3 have been paid in full.

Section 4: Adoption Fees. The following fees shall be imposed on all individuals who adopt an animal from Kendall County Animal Control Department:

Animal Type	Animal Age	Days Available for Adoption at KCAC	Adoption Fee
Puppies	6 months or less	ANY	\$175
Dogs	Over 6 months	< 60 days	\$150
Dogs	Over 6 months	60-89 days	\$75
Dogs	Over 6 months	90+ days	WAIVED
Kittens	6 months or less	ANY	\$125
Cats	Over 6 months	< 60 days	\$100
Cats	Over 6 months	60-89 days	\$50
Cats	Over 6 months	90+ days	WAIVED

No adopted animal shall be released by the Kendall County Animal Control Department until the adoption fees are paid in full.

Section 5: Superseding Prior Ordinances. Upon its effective date, this Ordinance replaces and supersedes all previous ordinances which establish fees for the specific circumstances identified above.

Section 6: Effective Date. This Ordinance and the regulations contained therein shall be in full force and effect on and after the date signed below.

Adopted this _____ day of July, 2024, by roll call vote as follows:

Ayes:

Nays:

Absent:

Attest:

Matthew Kellogg, County Board Chairman

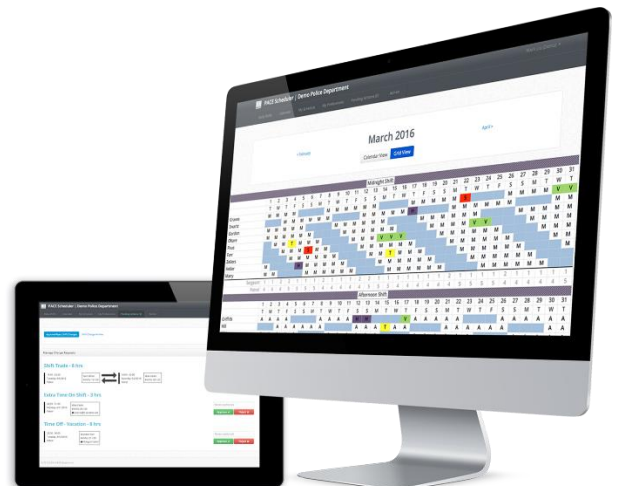
Debbie Gillette, County Clerk and Recorder

(SEAL)

Pace Scheduler Proposal

KENDALL COUNTY SHERIFF'S OFFICE
TRACY PAGE
1102 CORNELL LANE
YORKVILLE, IL 60560

Frank Provenzano
07-03-2024



OVERVIEW

Dear Tracy,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

Business Development

Pace Scheduler

SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.).

The software is based on a yearly subscription model and includes the following:

- 13 Month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8A-5P, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Fill out Online Google Form – this form requests additional information regarding how your department operates
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may

prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements,

enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt

requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The PACE Scheduler application is hosted on Amazon Web Services servers, which guarantee a 99.95% uptime. The possible exceptions to this uptime are scheduled maintenance and new feature releases.

To date, the Pace Scheduler has kept a historical 99.99% uptime, while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality, updates to existing features, or needs to bring the website down for maintenance, Pace will schedule these updates or outages between 1:00AM and 5:00AM US/Central time unless extenuating circumstances exist. During a vast majority of these upgrades there will be no downtime. The reason for scheduling these in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

SYSTEM MAINTENANCE AGREEMENT

Company may take the software offline for scheduled maintenance that it provides as needed with 24 prior written notice to client. These Majority of updates and bug fixes are completed “in place” with no downtime to client.

PRICING AND FEES

PACE SCHEDULER
2040 CORPORATE LANE
NAPERVILLE, IL 60563

DATE: July 03, 2024
QUOTATION #: KEN20240703-150U
QUOTE VALID UNTIL: October 03, 2024

BILL TO:
 KENDALL COUNTY SHERIFF'S OFFICE
 TRACY PAGE
 1102 CORNELL LANE
 YORKVILLE, IL 60560

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 150 Users	Yearly Recurring	\$9,600.00
Setup Fee	One-time	~~(\$500.00)~~ WAIVED

COST BREAKDOWN:

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	\$9,600.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	\$9,600.00*

Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:

_____ SSO Pricing for above stated user count: \$1,440.00/Year (\$11,040.00 subscription total per year with SSO)

* Pace Scheduler offers a satisfaction guarantee, whereby if you are dissatisfied with the product during the initial term, Pace will prorate and refund the unused portion of your first subscription year.

* Purchase a multi-year subscription (2 or 3 year options available) in order to lock in your current pricing with no increases throughout the multi-year subscription contract. Payment is due upfront for selected number of years in order to take advantage of this offer.

Please check the option below if you would like to take advantage of a multi-year subscription agreement:

_____ Two-Year Subscription Option (2-Year total due upfront)

_____ Three-Year Subscription Option (3-Year total due upfront)

EXHIBIT A

Custom Implementation Services

Custom Implementation Services: Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.

PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: KEN20240703-150U

This Pace Scheduler Services Agreement ("Agreement") is entered into on _____ (the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

Pace Systems, Inc.:

Customer:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO# (If Applicable): _____



CLIENT BILLING INFORMATION

Date: _____

Company Information

<i>Company Name:</i>		<i>Company Address:</i>	
<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>	
<i>Phone Number:</i>	<i>Fax Number:</i>	<i>Website:</i>	
<i>Company Contact:</i>		<i>Title:</i>	<i>Phone Number:</i>

Tax Exempt? ☐ Yes ☐ No

FEIN#: _____

Accounting Contact

<i>Name:</i>	<i>Phone:</i>	<i>Email:</i>

Authorized Signature

Title

Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

In order to move forward, we will need the following from you:

1. Copy of signed Proposal
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
 - **Project Lead** - We recommend this person be from your largest division (i.e. Patrol)
 - **Co-Lead** - We recommend this person be from your 2nd largest division (i.e. Corrections)
 - **Head of Department** - (this person will be copied on correspondence and progress)
 - **Payroll Contact** – Person who manages the payroll software (if you want us to build a payroll export)

The Project lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead/Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 7/16/2024
Subject: Ordinance Establishing Budget Process Guidelines for Budgeted Positions
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

Approval of the Ordinance Establishing Budget Process Guidelines for Budgeted Positions

Board/Committee Review:

On June 27, 2024, the Budget & Finance Committee reviewed and forwarded this item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached draft ordinance establishes a budget process for all budgeted positions within County departments and elected offices subject to the County Board's appropriations. This ordinance aims to provide a structured approach for managing personnel budget appropriations and approved headcounts, ensuring transparency and fiscal responsibility. Also, this ordinance seeks to provide the County with the ability to better forecast and budget for additional costs that may result from changes to approved headcounts such as technology upgrades, facility needs, and additional benefits costs.

Staff Recommendation:

Approval of the attached Ordinance Establishing Budget Process Guidelines for Budgeted Positions

Attachments:

1. Ordinance Establishing Budget Process Guidelines for Budgeted Positions
2. Workflow of Ordinance Establishing Budget Process Guidelines for Budgeted Positions

ORDINANCE ESTABLISHING BUDGET PROCESS GUIDELINES FOR BUDGETED POSITIONS

WHEREAS, the Kendall County Board is the fiscal authority for Kendall County (“County”) government; and

WHEREAS, the Kendall County Board is responsible for the management of County funds and financial operations of the County as well as the risk management functions of the County; and

WHEREAS, the Kendall County Board’s fiscal responsibility requires a systematic personnel budget appropriations procedure, which includes review and adjustment of budgeted salary amounts; determination of funds required for requested personnel actions and policy implementation; and equitable distribution of funds among departments and elected offices; and efficient oversight of personnel appropriations utilization throughout the budget period; and

WHEREAS, because the Kendall County Board has the exclusive power to appropriate funds and the corollary duty to exercise fiscal responsibility in the appropriation of public funds for expenditure, and because the Kendall County Board seeks to promote employment best practices, pay equity, and high-quality services to the public in consideration of financial stability, the Kendall County Board adopts the below Ordinance Establishing Budget Process Guidelines for Budgeted Positions;

NOW, THEREFORE, BE IT ORDAINED, by the Kendall County Board as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance as the findings of the Kendall County Board.

SECTION 2: Applicability. The provisions of this Ordinance apply to all County departments and elected offices whose personnel budgets are subject to the County Board’s appropriations, including bargaining and non-bargaining positions subject to the County Board’s appropriations (hereinafter referred to as “Department” or “Departments”).

SECTION 3: Definitions

- A. Annual Staffing Plan:** Each Department’s Annual Staffing Plan shall include all the following information:
1. Each Budgeted Position’s Position Description;
 2. An organizational chart for the Department, which identifies every Budgeted Position’s job title;
 3. The average number of hours to be worked each pay period by each Budgeted Position;
 4. The current annual salary or hourly rate for each Budgeted Position; and
 5. All stipends, allowances, and other compensation currently provided to each Budgeted Position during the current fiscal year.

- B. **Approved Headcount:** A Department's total number of approved Budgeted Positions for the fiscal year. An Approved Headcount shall include all Budgeted Positions for the Department including, but not limited to all paid Temporary and Seasonal Budgeted Positions as well as all paid Student Learners/Intern Positions.
- C. **Budgeted Position:** A single job slot allocated to a Department and approved through County Board personnel budget appropriations.
- D. **Exempt/Nonexempt Pay Status:** An employee's status under the Fair Labor Standards Act (FLSA), which determines whether the employee is legally entitled to overtime pay (nonexempt) or not legally entitled to overtime pay (exempt).
- E. **Employee Compensation:** For purposes of this Ordinance, employee compensation includes an employee's salary/hourly wages, stipends, uniform allowances, and bonuses.
- F. **Full-Time Budgeted Position:** An approved Budgeted Position that is scheduled to work on average at least thirty (30) hours of service per week or at least one hundred thirty (130) hours of service in a calendar month.
- G. **Job Description:** A Budgeted Position's job description, which contains a written set of criteria regarding the essential duties and responsibilities performed in the position, and the minimum knowledge, skills, abilities, education, training, and experience required to perform the job.
- H. **Part-Time Budgeted Position:** An approved Budgeted Position that is scheduled to work on average less than thirty (30) hours of service per week and/or less than one hundred thirty (130) hours of service in a calendar month. Part-Time Budgeted Positions are not eligible for benefits offered to full-time employees including, but not limited to, employee health and dental coverage.
- I. **Payroll Administrator:** The Payroll Administrator is the County Administrator or their designee.
- J. **Position Title Change:** A position title change is an adjustment from one existing approved Budgeted Position to another existing approved Budgeted Position.
- K. **Seasonal Budgeted Position:** An approved Budgeted Position that works on a full-time or part-time basis for a specific season or period of each fiscal year. Each approved Seasonal Budgeted Position must include the job title, the specific season to be worked during the fiscal year, and the estimated total number of hours worked per workweek during the designated season.
- L. **Student Learner/Intern Position:** A student learner/intern is a student in high school, college or a post-graduate school who is participating in a work-study program in the

County. A student learner/intern may or may not receive course credit and may or may not be paid for the work performed for the County. All *paid* Student Learners/Interns must be included in the Department's Approved Headcount.

- M. **Temporary Budgeted Position:** An approved Budgeted Position that works on a full-time or part-time basis for a limited duration of time. Each approved Temporary Budgeted Position must include the job title, the duration of time to be worked during the fiscal year, and the estimated total number of hours worked each workweek.

SECTION 4: Budget Procedures

- A. **Annual Staffing Plan:** For payroll, budgeting, and risk management/insurance tracking purposes, Departments are responsible for maintaining an Annual Staffing Plan for all approved Budgeted Positions for their Department.
- B. **Employee Benefits:** Departments shall be solely responsible for funding, within their budgeted personnel appropriation(s), the payment of all accrued paid vacation, paid personal days, and paid banked sick days (hereinafter collectively referred to as "employee benefits").
- C. **Budgeted Positions Must Be Approved During Annual Fiscal Budget Process:**
1. Pursuant to 55 ILCS 5/6-1005, "No contract shall be entered into, and no obligation or expense shall be incurred by or on behalf of a county unless an appropriation therefor has been previously made." Thus, each Department shall not exceed their Approved Headcount and/or personnel budget appropriations.
 2. Each Department's Approved Headcount and personnel budget appropriations for the next budget cycle shall be developed and approved as part of the County's annual fiscal budget.
 3. A Department's Approved Headcount must include all authorized paid Budgeted Positions including, but not limited to, all full-time, part-time, temporary, and seasonal Budgeted Positions and all paid Student Learner/Intern Budgeted Positions.
 4. All changes to employee compensation and Approved Headcounts for the next budget cycle (e.g., adding a position, removing a position, and/or a Position Title Change) shall be completed during Kendall County's annual fiscal budget process.
 5. At the start of the County's annual fiscal budget process, each Department must submit the following to the County Board's designee:

- a. The Department's proposed Budget for the upcoming fiscal year (including all proposed changes to existing employees' compensation for the upcoming fiscal year);
- b. The Department's Annual Staffing Plan for the current fiscal year; and
- c. A completed Personnel Services Change Request Form for each requested change to a Department's Approved Headcount (e.g., adding or removing a position and/or a Position Title Change) for the upcoming fiscal year. A copy of the Personnel Services Change Request Form is attached as **Exhibit A**.

D. Mid-Year Changes: Mid-year employee compensation adjustments and mid-year changes to a Department's Approved Headcount (e.g., adding or removing a position and/or a Position Title Change) should be reserved for compelling or emergency circumstances.

1. Mid-year Changes to a Department's Approved Headcount: All mid-year changes to a Department's Approved Headcount must be approved by the County Board pursuant to the following procedures set forth in this section:

- a. To request a mid-year change to a Department's Approved Headcount, the Department head and/or elected official shall complete and submit a Personnel Services Change Request Form (Exhibit A) to the County's Payroll Administrator.
- b. The Payroll Administrator shall review the completed Personnel Services Change Request Form to ensure that all applicable sections of the Personnel Services Change Request Form are completed. If the Personnel Services Change Request Form is incomplete, the Payroll Administrator shall return the Personnel Services Change Request Form to the Department for completion. Once the Payroll Administrator determines that all applicable sections of the Personnel Services Change Request Form have been completed, the Payroll Administrator shall forward the Department's completed Personnel Services Change Request Form to the Budget & Finance Committee for review.
- c. If the Budget & Finance Committee approves the Department's requested mid-year change to the Department's approved Headcount, the Payroll Administrator shall submit the Department's request for an amendment to the Department's budgeted Approved Headcount to the County Board for approval.
- d. If the mid-year amendment to the Department's budgeted Approved Headcount is approved by the County Board, the Department shall be responsible for providing the Payroll Administrator with a completed

Personnel Action Notice Form to document when the mid-year headcount change is implemented by the Department pursuant to Kendall County Resolution 23-19.

- e. Departments shall be solely responsible for funding, within their budgeted personnel appropriation(s), all mid-year employee compensation adjustments, all additional payroll withholding costs, all additional pension contributions, and all additional benefits costs resulting from the mid-year Approved Headcount changes that occur after passage of this Ordinance, unless otherwise approved by the Kendall County Board.
- f. Upon receipt of the Personnel Action Notice Form, the Payroll Administrator shall process a budget transfer from the Department's personnel budget to the applicable General Fund line item for the payment of all additional compensation, all additional payroll withholdings, additional pension contributions, and all additional benefits costs resulting from the Department's mid-year Approved Headcount change, unless otherwise approved by the County Board.
- g. When a Department's requested personnel changes exceed the Department's budgeted Approved Headcount, the County's Payroll Administrator shall direct the Department back to this Ordinance and shall advise the Department on correct procedures to follow for seeking additional and/or reclassified Budgeted Positions in the Department's Approved Headcount. The County's Payroll Administrator shall not process the requested personnel change without the County Board's approval of an amendment to the Department's budgeted Approved Headcount.

2. **Mid-Year Employee Compensation Adjustments That Are Within the Department's Budgeted Personnel Appropriations:**

- a. Departments are solely responsible for funding, within their budgeted personnel appropriation(s), all mid-year employee compensation adjustments, all additional payroll withholding costs, all additional pension contributions, and all additional benefits costs resulting from the mid-year employee compensation adjustments that occur after passage of this Ordinance, unless otherwise approved by the Kendall County Board.
- b. Pursuant to Kendall County Resolution 23-19, Departments must provide the Payroll Administrator with a completed Personnel Action Notice Form to document when the mid-year compensation adjustment is implemented by the Department.
- c. Upon receipt of the Personnel Action Notice Form, the Payroll Administrator shall then process a budget transfer from the Department's

budgeted personnel appropriations to the applicable General Fund line item for the payment of all mid-year compensation adjustments, all additional payroll withholdings, all additional pension contributions, and all additional benefit costs resulting from the Department's mid-year compensation adjustment, unless otherwise approved by the County Board.

- d. The County's Payroll Administrator shall not make payroll change(s) when the Payroll Administrator reviews the Department's budget projections and anticipates the Department will not have sufficient remaining budgeted personnel appropriations through the remainder of the current fiscal year to pay for the requested mid-year employee compensation change(s) and all additional costs resulting from the mid-year employee compensation adjustments. When a Department's requested personnel changes are not supported by the Department's current personnel appropriations, the Payroll Administrator shall direct the Department back to this Ordinance and shall advise the Department on the correct procedures to follow for seeking additional budgeted personnel appropriations.
- e. When a Department's requested mid-year employee compensation changes can be supported by remaining current fiscal year budgeted personnel appropriations but will result in increased future recurring costs, the County's Payroll Administrator shall process the requested change and shall promptly notify the Budget & Finance Committee.

3. **Mid-year Employee Compensation Adjustments That Exceed the Department's Budgeted Personnel Appropriations:** A Department shall not make any mid-year employee compensation adjustments that exceed the Department's budgeted personnel appropriation(s) without first following the procedure set forth in this section to amend the budgeted personnel appropriation(s).

- a. If a proposed mid-year employee compensation adjustment exceeds the Department's budgeted personnel appropriation(s), the Department head and/or elected official shall complete and submit a Personnel Services Change Request Form (Exhibit A) to the County's Payroll Administrator.
- b. The Payroll Administrator shall review the completed Personnel Services Change Request Form to ensure that all applicable sections of the Personnel Services Change Request Form are completed. If the Personnel Services Change Request Form is incomplete, the Payroll Administrator shall return the Personnel Services Change Request Form to the Department for completion. Once the Payroll Administrator determines that all applicable sections of the Personnel Services Change Request Form have been completed, the Payroll Administrator shall forward the

Department's completed Personnel Services Change Request Form to the Budget & Finance Committee for review.

- c. If the Budget & Finance Committee recommends a mid-year budget adjustment to the Department's budgeted personnel appropriations, the Payroll Administrator shall submit the Department's request for a mid-year compensation adjustment and proposed amendment to the Department's budgeted personnel appropriations to the County Board for approval.
- d. If the mid-year amendment to the Department's budgeted personnel appropriations is approved by the County Board, the Department shall be responsible for providing the Payroll Administrator with a completed Personnel Action Notice Form pursuant to Kendall County Resolution 23-19 to document when the mid-year compensation adjustment is implemented by the Department.
- e. Departments are solely responsible for funding, within their budgeted personnel appropriation(s), all mid-year employee compensation adjustments, all additional payroll withholding costs, all additional pension contributions, and all additional benefits costs resulting from the mid-year employee compensation adjustments that occur after passage of this Ordinance, unless otherwise approved by the Kendall County Board.
- f. Upon receipt of the Personnel Action Notice Form, the Payroll Administrator shall then process a budget transfer from the Department's personnel budget to the applicable General Fund line item for the payment of all additional payroll withholdings, additional pension contributions, and all additional benefit costs resulting from the Department's mid-year compensation adjustment, unless otherwise approved by the County Board.
- g. Effective upon passage of this Ordinance, the Payroll Administrator shall process a budget transfer from a Department's personnel budget to the applicable General Fund line item for the payment of all additional payroll withholdings and/or additional benefits costs resulting from the Department's mid-year employee compensation adjustments.

SECTION 5: Collective Bargaining Agreements. Approved Headcount and employee compensation adjustments for employees covered by the provisions of a collective bargaining agreement approved by the Kendall County Board shall be deemed exempt from the requirements set forth in Section 3 unless the compensation adjustments and/or Approved Headcount adjustments were awarded beyond those awarded in the applicable collective bargaining agreement approved by the Kendall County Board.

SECTION 6: Severability. If any section, paragraph, sentence, or clause 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 7: Conflict. All ordinance or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict, and any future changes to preexisting personnel policies and collective bargaining agreements subject to this Ordinance are hereby authorized to be done by motion or resolution.

SECTION 8: Effective Date. This Ordinance shall be in full force and effect upon its approval by a majority vote of the Kendall County Board.

BE IT FURTHER ORDAINED, that the Kendall County Clerk is hereby authorized to distribute a copy of this Ordinance to all Departments.

Approved this ____ day of July, 2024.

Attest:

Matthew Kellogg, County Board Chairman

Debbie Gillette, County Clerk and Recorder





Personnel Services Change Request

Kendall County, Illinois

Please complete the following information about the personnel services change your department/elected office is requesting. This form should be completed for all position requests. All sections **must be completed** appropriately for the requested change. Attach supporting documents if necessary. Submit completed form and any additional documentation to Benefits@kendallcountyil.gov.

Department/Office Name:

Department Head/Elected Official Name:

Nature of Request:

- ☐ Add a Budgeted Position
- ☐ Reclassify a Budgeted Position/Position Title Change
- ☐ Remove a Budgeted Position
- ☐ Compensation adjustment
- ☐ Other: _____

Date of Request:

Current Approved Headcount for Department/Office:

A copy of the position description for the applicable position must be attached or included with this form.

1. Information About the Proposed Position: Please provide the following information for the new position:

a.	New Position Title:		
b.	Anticipated date of hire or position change:		
c.	Will this be a full time or part time position?	FULL TIME	PART TIME
d.	What is the position's FLSA status?	EXEMPT	NON-EXEMPT
e.	Is this position: (circle one):	TEMPORARY	SEASONAL YEAR-ROUND
f.	Is this position paid:	HOURLY RATE	ANNUAL SALARY
g.	Is this an intern position?	YES	NO
h.	Is this position Union eligible?	YES	NO
i.	If yes, what bargaining unit?		
j.	What position supervises this position?		
k.	Proposed average # of hours per workweek (<i>Saturday through Friday</i>):		
l.	To add/change this position, will you be requesting any services from Facilities and/or ICT Department?	YES	NO
m.	If yes, what services will you need?		
n.	If this position is added/changed, what will be the maximum number of employees allowed in this position?		
o.	The proposed position's job description must be attached to this form.	☐ Job description is attached.	
p.	Please explain why you are requesting this position/position change?		

2. Cost For Proposed Position: Please provide the following financial information for the new position:

a.	Proposed total salary/hourly wages for proposed position for a full fiscal year:	
b.	Proposed total stipend amount(s) for a full fiscal year:	
c.	Proposed total uniform amount(s) for a full fiscal year:	
d.	Any additional pay amount(s) for a full fiscal year that were not set forth above:	
e.	County's Proposed IMRF Contribution ¹ Amount for a full fiscal year:	
f.	County's Portion of Social Security Payroll Tax ² for a full fiscal year:	
g.	County's Portion of Medicare Payroll Tax ³ for a full fiscal year	
h.	TOTAL COST FOR PROPOSED POSITION (add lines a through g):	
i.	Describe all grants that will fund this proposed position:	
j.	What impact will this proposed position have to current approved headcount:	
k.	Proposed General Ledger Line # for compensation for proposed position:	
l.	Will the compensation be allocated between two (2) GL line numbers?	YES NO
m.	If yes, what is the percentage breakdown between the GL lines:	
	%	GL:
	%	GL:

¹ County's IMRF Contribution Rate is 5.82% for Regular IMRF and 20.01% for SLEP IMRF.

² County's Social Security Payroll Tax Rate is 6.2%.

³ County's Medicare Payroll Tax Rate is 1.45%

3. Does the proposed position replace a current budgeted position? YES NO

If “yes”, please provide the following information about current budgeted position to be replaced:

a. Current Position Title (found in Munis):		
b. Current Position Code (found in Munis):		
c. Is this current position full time or part time?	FULL TIME	PART TIME
d. What is the current position’s FLSA status?	EXEMPT	NON-EXEMPT
e. Is this current position: (circle one):	TEMPORARY	SEASONAL YEAR-ROUND
f. Is this current position paid:	HOURLY RATE	ANNUAL SALARY
g. Is this a current intern position?	YES	NO
h. Is this current position Union eligible?	YES	NO
i. If yes, what bargaining unit?		
j. Average # of hours worked per workweek (<i>Saturday through Friday</i>):		

4. Cost of current budgeted position that will be replaced (if applicable):

a.	Current total salary/hourly wages for budgeted position for the full fiscal year:	_____
b.	Current total stipend amount(s) for budgeted position for the full fiscal year:	_____
c.	Current total uniform amount(s) for budgeted position for the full fiscal year:	_____
d.	Any additional pay amount(s) for the budgeted position for the full fiscal year that were not set forth above:	_____
e.	County's IMRF Contribution ⁴ Amount for the budgeted position for the full fiscal year:	_____
f.	County's Portion of Social Security Payroll Tax ⁵ for the budgeted position for the full fiscal year:	_____
g.	County's Portion of Medicare Payroll Tax ⁶ for the budgeted position for the full fiscal year	_____
h.	TOTAL COST FOR CURRENT BUDGETED POSITION: (add lines a through g):	_____
i.	Describe all grants that currently fund this budgeted position:	_____
k.	Current GL # for compensation for the budgeted position:	_____
l.	Is the compensation allocated between two (2) GL line numbers?	YES NO
m.	If yes, what is the percentage breakdown between the GL lines:	
	%	GL: _____
	%	GL: _____

⁴ County's IMRF Contribution Rate is 5.82% for Regular IMRF and 20.01% for SLEP IMRF.

⁵ County's Social Security Payroll Tax Rate is 6.2%.

⁶ County's Medicare Payroll Tax Rate is 1.45%

5. Total estimated annual cost or savings of position:
- a. If a cost occurs, explain specifically where the funding will be obtained from within the *current* department budget.
 - b. If a cost occurs, explain specifically where the funding will be obtained from within the *future* fiscal year's department budget.
 - c. If a savings occurs, explain specifically where this money will be reallocated to. *Note: reallocation should be considered a one-time event at the time of the change.*

6. Is there additional supporting documentation? YES NO
- If yes, please attach all additional supporting documentation.

SUBMITTED:

By: _____

Title: _____

Date: _____

Please return your completed request and all supporting documentation electronically to Benefits@kendallcountvil.gov.

*****THE BELOW SECTION TO BE COMPLETED BY
THE COUNTY'S PAYROLL ADMINISTRATOR *****

Payroll analysis:

Date forwarded to Budget & Finance Committee:

Date reviewed by Budget & Finance Committee:

Personnel Services Change Request: APPROVED DENIED

FOR OFFICE USE ONLY:

Supervisor Code:

EEO Class:

EEO Function:

Position Code #:

Date Entered into Munis:

By:

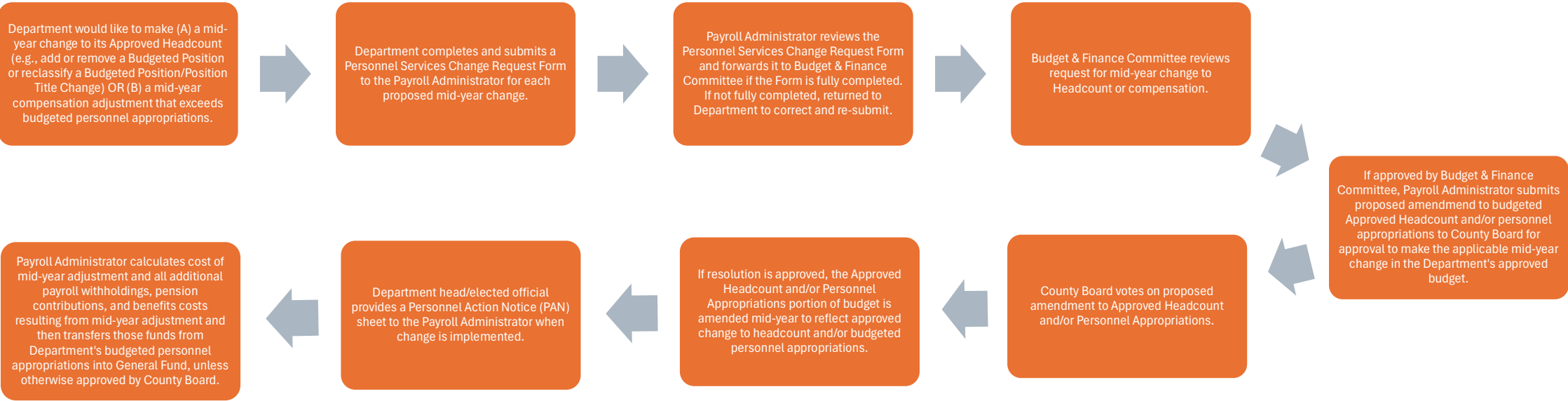
PROPOSED WORKFLOW FOR BUDGET PROCESS GUIDELINES FOR BUDGETED POSITIONS

WORKFLOW DURING BUDGET APPROVAL PROCESS



* Annual Staffing Plan must include all of the following: Each Budgeted Position's job description; the Department's updated organizational chart for new fiscal year; the job title for every approved Budgeted Position; the average # of hours to be worked each workweek by each Budgeted Position; the annual salary or hourly rate for each Budgeted Position; and all stipends, allowances, and other compensation to be provided to each Budgeted Position during the new fiscal year.

WORKFLOW FOR MID-YEAR HEADCOUNT CHANGES



COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2024-_____

RESOLUTION TO APPOINT JUDGES OF ELECTIONS

WHEREAS, pursuant to 10 ILCS 5/13-2 the Kendall County Board is responsible for appointing persons to serve as Judges of Election in the various precincts located within Kendall County, Illinois; and

WHEREAS, the Kendall County Clerk has compiled the attached "Kendall County 2024 Election Judges List" (Ex. A), which is hereby incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that those persons named in the attached Kendall County 2024 Election Judges List (Ex. A) be and are hereby appointed as Judges of Election in their respective precincts to serve in such capacity until successors are appointed and confirmed.

Approved and adopted by the County Board of Kendall County, Illinois, this 16 day of July, 2024.

Board Chairman Signature:

Attest:

Matthew Kellogg, Chairman
County Board

Debbie Gillette
County Clerk



Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 7/16/2024

Subject: Approval of Collective Bargaining Agreement between the County of Kendall, Illinois, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Police Bargaining Unit (Patrol Deputies) effective December 1, 2023 through November 30, 2027

Prepared by: Leslie Johnson, Human Resources Director

Department: Human Resources Department

Action Requested:

Approval of the Collective Bargaining Agreement between the County of Kendall, Illinois, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Police Bargaining Unit (Patrol Deputies) effective December 1, 2023 through November 30, 2027.

Board/Committee Review:

N/A

Fiscal impact:

The contract costs will be covered with contingency for FY2024, and included in the FY2025, FY2026 and FY2027 budgets.

Background and Discussion:

The attached tentative agreement between the County of Kendall, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Office Patrol Deputies bargaining unit is a four-year contract effective December 1, 2023, through November 30, 2027 with proposed pay increases on the step schedule as follows: 5% (effective 12/1/2023), 4% (effective 12/1/2024), 3% (effective 12/1/2025), and 5% (effective 12/1/2026).

Staff Recommendation:

Approval of the attached Collective Bargaining Agreement.

Attachments:

1. Collective Bargaining Agreement between the County of Kendall, Illinois, the Kendall County Sheriff, and the Illinois Fraternal Order of Police Labor Council for the Kendall County Sheriff's Police Bargaining Unit (Patrol Deputies) effective December 2023 through November 30, 2027

AGREEMENT
BETWEEN
COUNTY OF KENDALL, ILLINOIS AND
KENDALL COUNTY SHERIFF
and
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
FOR
KENDALL COUNTY SHERIFF'S POLICE
BARGAINING UNIT
[PATROL DEPUTIES]

December 1, 2023 – November 30, 2027

PREAMBLE

This Agreement is entered into by the County of Kendall, a body politic, and Sheriff of Kendall County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council, hereinafter referred to as the Council.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I RECOGNITION

Section 1. Unit Description. The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all full-time sworn patrol officers in the bargaining unit. The bargaining unit shall include: All full-time sworn peace officers classified as Deputy Sheriffs in the rank of Patrolman, excluding Sergeant, Lieutenant, Sheriff, Chief Deputy, Commander of Corrections and all other employees of the Kendall County Sheriff's Office, including non-merit positions. The bargaining unit members shall be referred to as "deputies" or "employees" in this Agreement.

Section 2. Supervisors. Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 3. Part-time Employees. The Employer may continue to use certified part-time employees to perform bargaining unit work. The Sheriff may also create a Sheriff's Auxiliary to function in accordance with Statute.

ARTICLE II NONDISCRIMINATION

Section 1. Equal Employment Opportunity. The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal of employment practices.

Section 2. Council Membership or Activity. Neither the Employer nor the Council shall interfere with the right of employees covered by this Agreement to become or not become members of the Council, and there shall be no discrimination against any such employees because of lawful Council membership or non-membership activity or status.

Section 3. Use of Masculine Pronoun. The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE III NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications. The Employer and Union may mutually agree to new classifications within the bargaining unit where the Employer finds it necessary to create a new job. If the Council and the Employer cannot agree on the new classification, then they agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a

new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The 2nd step Grievance Committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- A. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- B. Like positions with similar job content and responsibilities within the labor market generally; and
- C. Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the resolution of the grievance.

If the decision of the 2nd step Grievance Committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

The Employer will post any new classifications for employee sign-up. The Employer will fill new classifications from unit employees based upon posted qualifications.

Section 2. Vacancies. Vacancies and promotions shall be created and filled in accordance with established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions. Promotions shall be filled by selecting from the top four (4) candidates tested by the Merit Commission at the time the vacancy becomes open.

ARTICLE IV
MANAGEMENT RIGHTS

The employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- A. To direct all operations of the County;
- B. To establish reasonable work rules and schedules of work;
- C. To hire or promote from the Merit Commission eligibility list, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- D. To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the Sheriff's Police and the provisions of this Agreement;
- E. To lay off employees;
- F. To maintain efficiency of County operations;
- G. To introduce new or improved methods or facilities,
- H. To change existing methods or facilities;
- I. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- J. To determine the methods, means and personnel by which County operations are to be conducted:
 - (1) To set patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel and to change these as needed to meet office needs and priorities;
 - (2) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
 - (3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice;

- (4) To require compliance with regular written office rules and regulations, and to all general orders, special orders, official notices or memorandum issued by the Sheriff on office letterhead, memorandum, general or special order, or other identifiable office documents;
 - (5) To require proper notification of any part-time employment when acting in a police or security capacity or court-related capacity which necessitates the potential of acting under the color of law, and to set proper uniform and attire while serving in such function and to exercise authority to refuse to permit such employment when it appears to be a potential or actual conflict of interest or a negative reflection on the Kendall County Sheriff's Office;
 - (6) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet office needs or requirements;
 - (7) To determine the proper utilization of office vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
 - (8) To retain the right to issue and/or assign any or all office equipment and vehicles to employees or other individuals as necessary and directed by the Sheriff; and,
 - (9) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.
- K. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE V SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

ARTICLE VI COUNCIL REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing. Reasonable time while on duty shall be permitted Council representatives for the purpose of aiding or assisting or otherwise representing deputies in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 2. Council Negotiating Team. Members designated as being on the Council negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session. The Employer agrees to grant a leave of absence, with pay, to designated union stewards for the purpose of attending the annual training conference sponsored by the Union, provided (a) the union stewards give at least sixty (60) days prior notice to their immediate supervisor and (b) the Employer's shift strength is fulfilled. The Employer shall not be responsible for any expenses incurred by the union stewards for attending the annual training conference.

ARTICLE VII DUES DEDUCTION

Section 1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Council dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor council at the address designated by the Council in accordance with the laws of the State of Illinois. The Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues. With respect to any deputy on whose behalf the Employer receives written authorization in a form agreed upon by the Council and the Employer, the Employer shall

deduct from the wages of the deputy the dues and/or financial obligation uniformly required and shall forward the full amount to the Council by the tenth (10) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Council. The Employer will not similarly deduct dues in any other organization as to deputies covered by this Agreement.

Section 3. Indemnification. The Council shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE VIII BILL OF RIGHTS

The provisions of the Police Officers Uniform Disciplinary Act, 50 ILCS 725/1, are incorporated herein and made a part of this Agreement. The Employer shall post a copy of the Bill of Rights on the bulletin board and/or make available a copy of the Bill of Rights to each member of the bargaining unit.

ARTICLE IX INDEMNIFICATION

Section 1. Employer Responsibility. The Employer shall be responsible for, hold deputies harmless from and pay for damages, except punitive damages, or monies which may be adjudged, assessed or otherwise levied against any deputy covered by this Agreement.

Section 2. Legal Representation. Deputies shall have legal representation by the Employer in any civil cause of action brought against a deputy resulting from or arising out of the performance of duties.

Section 3. Cooperation. Deputies shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4. Applicability. The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the deputy is acting within the scope of his employment and where the deputy cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Intentional or willful acts of misconduct are not covered by this Agreement.

ARTICLE X NO STRIKE/NO LOCKOUT

Section 1. No Strike/No Lockout Commitment. Neither the Council nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down or the concerted interference with the full faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Council nor any deputy shall refuse to cross any picket line, by whomever established.

Employer will not lockout any employees during the term of this Agreement.

Section 2. Resumption of Operations. In the event of action prohibited by Section 1 above, the Council immediately shall disavow such action and request the deputies to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Council Liability. Upon the failure of the Council to comply with the provisions of Section 2 above, any agent or official of the Council who is a deputy covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers. Any deputy who knowingly violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any deputy who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a deputy in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE XI RESOLUTION OF IMPASSE

The remedies for the resolution of any bargaining impasses shall be in accordance with the Illinois Public Labor Relation Act (5 ILCS 315/14) as amended.

ARTICLE XII PERSONNEL FILES

Section 1. Personnel Files. The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection. Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his/her personnel file and all working files that contain personnel records, which are maintained by the Employee's supervisor, subject to the following:

- A. Such inspection shall occur immediately following receipt of the request;
- B. Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- C. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- D. Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his/her file with respect

to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;

- E. If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- F. If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel record. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer argument with its content. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged; and
- G. Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification. Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material. It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 above, shall not be used in any manner or any forum adverse to the deputy's interests.

Section 5. Use of File Material. Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the deputy in any future proceedings.

ARTICLE XIII
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge. The parties recognize the principles of progressive and corrective discipline. Disciplinary action may be imposed for just cause only. Giving consideration to the severity of the infraction, reasonable disciplinary action shall include the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension (notice to be given in writing); and
- D. Discharge.

Other reasonable conditions of continued employment may be required by the Employer after discipline has been imposed. The conditions must be reasonably related to the conduct disciplined for. Disciplinary action may be imposed on an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the Public.

Section 2. Investigatory Interviews. Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Council representation at such interview. If the employee desires such Council representation, no interview shall take place without the presence of a Council representative. The role of the Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If a Council representative is not available

within a reasonable time not to exceed twenty-four (24) hours, then the interview may proceed without Council representation.

Section 3. Predisciplinary Meeting. For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Council representation and shall be entitled to such, if so requested by the employee, and the employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Council representative shall be available within twenty-four (24) hours of notification. If the employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a nonactive participant at any and all such meetings. If the employee chooses to waive Council representation, then the predisciplinary meeting may commence immediately.

Section 4. Merit Commission. The Discipline and Discharge procedures of this Article, as well as the Grievance Procedures of Article XIV, shall be exclusive. The Merit Commission of Kendall County shall not be involved in the discipline and discharge or grievance procedures. However, the Merit Commission, or other similar Commission created by the County Board of Kendall County, shall continue to provide minimum standards for hiring and testing of new applicants, as well as minimum standards and testing as required in Article III, Section 2.

Section 5. Psychological Testing. An employee may only be required to submit to psychological testing for just cause. If psychological testing shows a disability as defined by the Americans with Disabilities Act, then the Employer shall make reasonable accommodations so long as accommodation is not an undue hardship.

ARTICLE XIV
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as any unresolved difference between the Employer and the Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2. Representation. Grievances may be processed by the Council on behalf of a deputy or on behalf of a group of deputies. Grievances may be filed on behalf of two or more deputies only if the same facts, issues and requested remedy apply to all deputies in the group. Only the Council may advance grievances filed on behalf of a deputy or group of deputies at Step 2, provide the grievance involves issues which by nature are not capable of being settled at Step 1 of the grievance procedure or which would become moot due to the length of time necessary to exhaust Step 1 of the grievance procedure. The Employer may file contract grievances directly at Step 4 of this Article. Either Party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the deputy is entitled to Council representation at each and every step of the grievance procedure upon the deputy's request.

Section 3. Subject Matter. Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant and the date.

Section 4. Time Limitations. Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

Section 5. Grievance Processing. No deputy or Council representative shall leave his or her work assignment to investigate, file or process grievances without first making mutual arrangements with the deputy's non-bargaining unit supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the deputy shall always perform his or her assigned work task and grieve his or her complaint later, unless the deputy reasonably believes that the assignment endangers the deputy's safety.

Section 6. Grievance Meetings. A maximum of two (2) deputies (the grievant and/or Council representative) per work shift shall be excused from work with pay to participate in a Step 1, Step 2 or Step 3 grievance meeting. The deputy(s) shall only be excused for the amount of time reasonably required to present the grievance. The deputy(s) shall not be paid for any time during which a grievance meeting occurs outside of the deputy's work shift. In the event of a grievance, the deputy shall first perform the deputy's assigned work task and file his or her grievance later.

Section 7. Steps In Procedure. Disputes arising under this Agreement shall be resolved as follows:

- Step 1: Any deputy and/or Council representative who has a grievance shall submit the Step 1 grievance in writing to the deputy's immediate supervisor who shall be a supervisor that is not included in the bargaining unit. The Step 1 grievance must be submitted to the deputy's immediate supervisor within fifteen (15) business days (Monday through Friday) of the day the deputy knew or should have known of the cause giving rise to the grievance. Within ten (10) business days after receipt of the Step 1 grievance, the immediate supervisor shall meet with the grievant and Council representation (if requested by the grievant pursuant to Section 2 of this Article) and make a good faith attempt to resolve the grievance. The immediate supervisor shall respond in writing to the grievant within ten (10) business days following the Step 1 meeting.

- Step 2: If the grievance is not settled at Step 1, the grievance may be referred in writing to Step 2 within ten (10) business days after the grievant was notified of the supervisor's Step 1 response. If the Council initiates a grievance beginning at Step 2, the Step 2 grievance must be submitted in writing within fifteen (15) business days of the day the deputy knew or should have known of the cause giving rise to the grievance. The Step 2 grievance shall be submitted in writing to the Sheriff or their designee. Within ten (10) business days after receipt of the Step 2 grievance, the Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee or their designee shall meet with the grievant and Council representation (if requested by the grievant pursuant to Section 2 of this Article) to discuss the Step 2 grievance and make a good faith attempt to resolve the grievance. In the event the Kendall County Board Labor and Grievance Committee ceases to exist during the term of this Agreement, the Chairman of the County Board shall appoint one (1) County Board member to attend the Step 2 grievance hearing. The Sheriff or their designee and Chairman of the County Board Labor and Grievance Committee shall respond in writing to the grievant within ten (10) business days following the Step 2 meeting.
- Step 3: If the grievance is not settled at Step 2, the grievance may be referred in writing to Step 3 within ten (10) business days after the grievant was notified of the Step 2 decision. The Step 3 grievance shall be submitted in writing to the Sheriff or the Sheriff's designee. Within ten (10) business days after receipt of the Step 3 grievance, the Step 3 Grievance Committee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Step 3 Grievance Committee shall consist of the Sheriff or their designee and two (2) members of the County Board appointed by the Chairman of the County Board. The Step 3 Grievance Committee shall respond in writing to the grievant and the Council within ten (10) business days following the Step 3 meeting.
- Step 4: If the grievance is not settled at Step 3, the grievance may be referred in writing to Step 4 arbitration within ten (10) business days after the grievant was notified of the Step 3 decision. Within ten (10) business days after the matter has been submitted to Step 4, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Council. The party striking first will be determined by a coin toss, with the winning of the toss designating the party to strike first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his

selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Yorkville, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at joint statement of facts and issues to be submitted to the arbitrator. The Employer or Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs.

Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award of the arbitrator shall be final and binding on the Employer, the Council and the deputy or deputies involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement, unless specifically stated elsewhere in this Agreement.

ARTICLE XV SENIORITY

Section 1. Definition of Seniority. For purposes of layoff, recall and wages (except wages for lateral hires as explained in Article XXII), seniority shall be from the date hired within your respective classification within the office in accordance with Article XVI of this Agreement. For purposes of bidding and accruing vacation within the bargaining unit, seniority shall be from the last date of hire with the Sheriff's Office. Members hired on the same day after the effective date of this Agreement shall have their seniority based upon their relative rank order on the eligibility list.

Section 2. Probation Period. An employee is a “probationary employee” for eighteen (18) months after the employee commences employment.

Section 3. Seniority List. The Employer and Council have agreed upon the initial seniority list setting forth the present seniority dates for all deputies covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting deputies covered under this Agreement or employed at the time the Agreement becomes effective. The Employer will post a seniority list no later than July 1st of each calendar year for inspection by the bargaining unit members. Disputes as to seniority listing shall be resolved through the grievance procedure. Prior to filing a grievance, the Union shall first attempt to resolve a dispute regarding the seniority list by notifying the Sheriff or his designee of the dispute within fourteen (14) calendar days after the seniority list has been posted.

Section 4. Termination of Seniority. An employee shall be terminated by the Employer and his seniority broken when he:

- A. Quits; or
- B. Is discharged for just cause; or
- C. Is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- D. Accepts gainful employment while on an approved leave of absence from the Sheriff's Office; or
- E. Is absent for three (3) consecutive scheduled work days without proper notification or authorization;
- F. Fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or
- G. Fails to return to work under the provisions of Article XVI after accepting recall; or

- H. Fails to return to work due to an on-the-job injury within the one (1) year period covered by Section 1 of the Illinois Public Employee Disability Act (5 ILCS 3045/1), or an off-the-job injury within twelve (12) months after the leave of absence commenced.

Section 5. Seniority and Benefits While on Leave. Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

ARTICLE XVI LAYOFF

Section 1. Layoff. In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with State or Federal law requires otherwise. The Employer agrees to inform the Council in writing not less than fourteen (14) days prior to such layoffs and to provide the Council with the names of all officers to be laid off in such notice.

Section 2. Layoff Order.

A. Probationary employees, temporary and part-time employees shall be laid off first, then full-time deputies shall be laid off in inverse order of their seniority. Individual deputies shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

B. In the event that it is necessary to lay off a ranking employee either through abolition of the employees' position, office reorganization or otherwise, that ranking employee may elect to return either to a lesser rank or to the position of patrol deputy by bumping an officer with less seniority in the lower position. In such case, the ranking employee shall be paid at the lower rate of pay for the position he assumes.

Section 3. Recall. Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been

given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

ARTICLE XVII HOLIDAYS

Section 1. Paid Holidays. All employees shall receive holiday pay for fourteen (14) holidays. The County Board will declare when the present holidays are to be celebrated. To be eligible the employee must work the day before and after the holiday, or be on some kind of pre-approved time off for their scheduled day before and after the holiday.

Holiday pay shall be eight (8) hours straight time pay computed at the deputy's base rate of pay. The parties acknowledge that the circuit Judge has the right to set a greater number of court holidays for judicial employees, including the Circuit Clerk, and that the authority of the Circuit Judge cannot be limited by this Agreement.

Section 2. Working on Holidays. Deputies scheduled to work on a holiday shall be paid time and one-half for actual hours worked plus holiday pay. Deputies shall be paid time and one-half for working on the actual holiday rather than the date of the County Board assigned "observed" holiday.

Section 3. Using Compensatory Time for Holidays. Each employee in the bargaining unit may elect to take compensatory time for holidays to extend vacation leave or as a personal day at the option of the employee, subject to the compensatory time limitation set forth in Article

XXI, Section 8. Compensatory time for holidays shall be eight (8) hours per day. The request to use holidays to extend vacation shall be made by the employee at the time the employee requests his vacation or personal days under the provisions of Article XVIII of this Agreement. Requests must be approved by the Sheriff or his designee and shall not be unreasonably denied.

ARTICLE XVIII VACATIONS

Section 1. Vacation Leave. All full-time bargaining unit employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

0 - 5	Years of Service - 80 paid vacation hours
6 - 10	Years of Service – 120 paid vacation hours
11 -19	Years of Service - 160 paid vacation hours
20 or More	Years of Service – 200 paid vacation hours

Vacation hours shall not be accumulated. Upon separation, unused vacation hours shall be prorated.

Section 2. Vacation Pay. All vacation leave will be paid for at the regular hourly rate and on the basis of eight (8) hours per day for full-time bargaining unit officers.

Section 3. Vacation Requests. Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Sheriff or his designee, a schedule of desired vacation prior to November 1st of each new calendar year. Conflicts in scheduling will be resolved in favor of the most senior employee. At least forty-eight (48) hours' notice shall be given for a one day's leave. To accommodate the one (1) day request and for reasonable cause, the Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the

Sheriff's Office to do so. Employees must give two (2) weeks notice of their intent to use vacation prior to the posting of the work schedule posted under Article XXI, Section 5.

It is expressly understood that the final right to designate all vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the County Sheriff in order to insure the orderly performance of the services provided by the Employer.

ARTICLE XIX SICK LEAVE

Section 1. Allowance. It is the policy of Kendall County to provide protection for its full-time bargaining unit employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation period or holidays.

Section 2. Accumulation. Sick leave will be granted at the rate of ninety six (96) hours per year with accumulation prorated on a monthly basis. Sick leave may be accumulated from year to year to a maximum of one thousand six hundred (1,600) hours. Upon separation from employment for other than just cause, an employee may request reimbursement of up to 25% of 480 accumulated hours to be paid as part of the employee's final compensation, or in the alternative, for those employees employed on or before August 21, 2017, upon retirement, an employee may use all accumulated but unused sick days in conjunction with the employee's separation date. Employees hired after August 21, 2017 shall only be eligible to receive payment for accumulated sick leave up to a maximum of 25% of 480 hours and be able to use any additional hours as service credit to the extent authorized by the applicable pension system. (For purposes of administering this Section, retirement shall mean an employee who is immediately eligible to

receive a pension upon voluntary separation, i.e., a deputy who has completed 20 years or more of service and is 50 years of age or greater.) Employees who have been terminated for just cause shall not be paid out any accumulated sick leave.

Section 3. Procedures. No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation. Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for medical and dental appointments. Sick leave may be used by employees for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury. The Employer may request written verification of the employee's absence from a health care professional if such verification is required under the Employer's sick leave use policy. Each fiscal year, up to twelve (12) of the employee's sick days may be utilized for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the circumstances involved. A family member may give the appropriate notice required by this Section in the event the employee is physically unable to request additional leave time.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended

illness upon expiration of all such benefits will result in automatic termination. Employees will make every effort to give the Employer eight (8) hours notice of their intent to use sick leave where two (2) or more days off are anticipated. For one (1) day, the employee will make every effort to give two (2) hours notice. Any absence of more than two (2) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Sheriff may request a physician's statement or verification of absence of shorter periods of time and if that request requires an examination, it shall be paid for by the Employer. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 4. Abuse of Leave. Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

Section 5. Sick Leave Abuse Sanctions. For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued “abuse” of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Sheriff’s Office in verifying illness.

ARTICLE XX
LEAVES OF ABSENCE

Section 1. Discretionary Leave.

A. The Sheriff may grant leaves of absence, without pay or salary, to employees under their supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his/her spouse, or his/her child or children, or such as childbirth).

B. The Sheriff may assure an employee who is granted such leave, that the employee’s position, or job, will be restored to him at the conclusion of his leave; provided, however, that the employee’s employment by the County might, and could, be terminated if, during the period of such leave, the employee’s position, or job, were to be eliminated by action of the Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired by the County to fill the employee’s position, or to perform his usual and customary duties during the employee’s leave will be discharged so as to permit such employee to resume his employment by the County.

C. No leave shall be granted for a period exceeding thirty (30) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than thirty (30) days in a given calendar year without the approval of the Finance Committee being first obtained.

D. Any employee on such leave of absence shall not continue to accrue any benefits whatsoever under this Agreement. Provided, however, that an employee may elect to continue to be covered by the County Health Insurance program at the sole expense of the employee.

Section 2. Absence Due to Death in Immediate Family.

A. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for up to twenty four (24) paid hours to make funeral arrangements and attend the funeral with the approval of chain of command, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than twenty four (24) paid hours, he may utilize previously earned, unused, vacation days and receive compensation for each such additional day's absence at his normal rate of pay, provided that the Sheriff or their designee approves such additional absence. Approval for leave and additional absence shall not be unreasonably withheld.

B. Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.

C. Immediate family is defined for the purposes of this Section to be spouse, mother, father, child, step child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the employee's home.

Section 3. Jury Duty. An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Where said employee is required to serve during their regular work hours, such employee shall sign a waiver of any compensation otherwise due them for serving on such jury and shall pay any jury fees to the Employer upon receipt of their regular wage less mileage, if the employee is required to use their own vehicle.

Section 4. Prohibition Against Misuse of Leaves. During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement. Approval is herewith granted to existing employees for existing outside employment and existing employees shall notify the Sheriff of all such employment within thirty (30) days of execution of this Agreement.

Section 5. Pregnancy Leave. Pregnancy shall be treated the same as any other illness.

Section 6. Family Medical Leave. The Employer agrees to comply with the Family and Medical Leave Act of 1993 and the rules and regulations issued in conjunction therewith. Bargaining unit members may elect which accrued paid benefit time they will use during such leave, provided their election is made within the first week of leave. The bargaining unit member's election cannot later be revoked or modified by the bargaining unit member.

Section 7. Military Leave. Military leave and benefits shall be granted in accordance with the applicable State and Federal laws. Requests for two (2) weeks reserve training which are in accordance with these State and federal laws shall be approved or denied within three (3) business days (Monday through Friday) after the request is made.

ARTICLE XXI HOURS OF WORK/OVERTIME

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty (30) minute lunch period.

Section 2. Work Period. The work period is defined as a regularly recurring period of fourteen (14) days commencing at midnight on Friday.

Section 3. Workday. No more than twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

Section 4. Work Shift. No more than twelve (12) consecutive hours of work shall constitute a work shift. An employee shall work eighty (80) hours on each work period as their regular shift. Shifts shall be bid by seniority on an annual basis and awarded by each October 1st. When a bargaining unit member transfers or is moved into the operations division they shall be assigned to any open shift until the first annual shift bid after the placement in the operations division. The administration shall have the right to resolve all conflicts of interests between the employees at their discretion.

Section 5. Work Schedule. Work schedules showing the employee's normal shifts, work days, and hours for the next work period shall be posted on all Sheriff's Office bulletin boards at all times, fourteen (14) days prior to beginning of schedule. Except in emergency situations, each yearly work schedule shall not be changed once posted and the employees shall remain on one shift for the entire work period unless on swing shift, or unless necessary to complete a work period.

Emergency situations shall be defined as adjustments due to new employees or positions, resignation, termination, and extended illness or injury lasting fourteen (14) days or more. Once the emergency is over, the employee changed will go back to the schedule as originally posted.

Section 6. Rest Periods. The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided all employees with one rest period for every four (4) hours worked. The employees recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the employee during each half shift so long as the employee's rest period is not scheduled in a manner which seriously interferes with performance of the employee's work task.

Section 7. Meal Periods. All employees shall be granted a lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

Section 8. Overtime. Employees shall be paid overtime for all hours worked in excess of eighty (80) hours in a work period or for all hours worked beyond the regularly scheduled daily work shift. Payment shall be in compensatory time off or money at the election of the employee, provided, however, employees may accumulate up to sixty (60) hours of compensatory time during any fiscal year, or 62.5 hours if assigned to an 8.5 hour work day, which shall be re-fillable after use. Any overtime in excess of 60/62.5 hours compensatory time shall be paid in cash. The election must be made daily and turned in on the weekly time summary. Compensatory time must be taken within the fiscal year it is earned except that up to twenty (20) hours may be carried over from year to year. Upon mutual agreement, the Employer may buy out the accumulated compensatory time of each employee. The employee must give twenty-four (24) hours notice of their request for use of compensatory time. Such requests shall not be unreasonably denied.

Any overtime pay incorrectly paid will be adjusted on the next regular paycheck.

Section 9. Call Back. A call back is defined as an official assignment of work which does not continuously precede or follow a deputy's regularly scheduled working hours. Employees reporting back to the Employer's premises or location dispatched by the Employer, at a specified time on a regularly scheduled work day which does not immediately precede or follow a regularly scheduled shift shall be compensated for a minimum of two (2) hours at the appropriate overtime rate, or be compensated for the actual time worked, whichever is greater, at the overtime

rate. A Juvenile Officer who is contacted during non-work hours to handle a juvenile matter, and who handles such matter by telephone, shall be compensated for a minimum of one (1) hour, or the actual time worked, whichever is greater, at the overtime rate.

Section 10. Court Time. Employees covered by this Agreement who are required to attend Court and/or a pre-trial meeting with the Kendall County State's Attorney's Office outside their regularly scheduled work hours shall be compensated at the overtime rate for those hours actually worked immediately prior to and following a regularly scheduled shift. A minimum of three (3) hours will be paid for time in Court for off duty attendance or actual time worked, whichever is greater, provided the employee is required to attend court and/or the pre-trial meeting in person and virtual or telephone appearance is not an option available to the employee. In that case, the employee's appearance will be compensated as a call back described in Section 9 of this Article.

Section 11. Assignment of Overtime. All patrol overtime hours offered to bargaining unit members will be on a rotating seniority basis. Overtime opportunities for special hire-back details will be posted prior to any employee accepting available hours. Once posted, employees will select available hours first by rank, then by seniority, by persons present when the detail is posted.

Section 12. Shift Trades. Non-probationary employees shall be allowed to trade shifts in accordance with the Kendall County Sheriff's Office (KCSO) duty trade policy, within the same two week pay period, when requested in advance in writing by an employee, signed by the employees involved and approved by the supervisor or his designee. Duty trades will not be unreasonably denied. Duty trades must be in one (1) full shift increments. All duty trade hours shall be paid at the employee's regular hourly rate of pay. Non-probationary employees shall not be approved for more than nine (9) duty trades per calendar year, with a maximum of two (2) per

calendar month. Trades will only be allowed between employees with the same rank and work schedule (8 to 8; 8.5 to 8.5). Probationary employees will not be allowed to trade shifts. No trades will be allowed on County celebrated holidays. This provision is intended to be cost neutral to the Employer.

Section 13. Canine Deputy. In the event the Sheriff, in the exercise of his sole discretion, elects to establish or maintain a canine program, the parties agree that to be eligible for assignment by the Sheriff or his designee to the position of Canine Deputy, an employee shall sign the Canine Deputy Agreement, attached hereto as an Appendix, and incorporated herein by reference. Nothing herein shall obligate the Employer to create or maintain such a program.

Section 14. Appointment to Specialty Positions. The Employer shall, when making an appointment to a specialty position, post the position and requirements for a reasonable amount of time, request letters of interest, and conduct interviews prior to selection.

Section 15. COVID-19 Hazardous Duty Pay: All current bargaining unit members who worked for the Employer during the period of the state COVID public health emergency will receive the same ARPA-funded COVID 19 Hazardous Duty Pay the Kendall County Board approves for non-Deputy bargaining unit members.

ARTICLE XXII WAGES/COMPENSATION/ALLOWANCES

Section 1. Wages. Employees who are in the Bargaining Unit on the date the Agreement is signed shall receive the following pay raises to be effective as indicated during each year during the term of this contract as reflected below. Increases between steps shall be given on anniversary dates for the employees covered by this Agreement. The wages for years of service shall be as follows:

	<u>Current</u> <u>12/1/2022</u>	<u>Effective</u> <u>12/1/2023</u> 5.00%	<u>Effective</u> <u>12/1/2024</u> 4.00%	<u>Effective</u> <u>12/1/2025</u> 3.00%	<u>Effective</u> <u>12/1/2026</u> 5.00%
Start	\$64,771.03	\$68,009.58	\$70,729.96	\$72,851.86	\$76,494.46
1-2 Years	\$70,232.12	\$73,743.73	\$76,693.48	\$78,994.28	\$82,944.00
2-3 Years	\$74,028.65	\$77,730.08	\$80,839.28	\$83,264.46	\$87,427.68
3-4 Years	\$77,825.13	\$81,716.39	\$84,985.05	\$87,534.60	\$91,911.33
4-5 Years	\$81,621.67	\$85,702.75	\$89,130.86	\$91,804.79	\$96,395.03
5-7 Years	\$85,418.19	\$89,689.10	\$93,276.66	\$96,074.96	\$100,878.71
7-9 Years	\$89,214.70	\$93,675.44	\$97,422.46	\$100,345.13	\$105,362.39
9 + Years	\$94,907.42	\$99,652.79	\$103,638.90	\$106,748.07	\$112,085.47

An employee shall be paid an additional \$0.15 per hour for each year of service completed as a full-time sworn Kendall County Patrol Deputy, beginning on the employee's ten year anniversary date. (E.g., an employee who has completed 10 years of service will begin receiving an additional \$0.15 per hour, for each year of completed service, in the total amount of \$1.50 per hour.)

Section 2. **Lateral Transfers.** Employees who are hired as a lateral transfer deputy shall be granted credit for their years of service with an outside law enforcement agency as a full time law enforcement officer, for pay purposes only, up to nine (9) years of service allowing them to commence employment up to the "9 Years and Over" service pay rate on the wage schedule and shall then progress through the steps of the wage schedule being credited with said years of service with the outside law enforcement agency. A lateral hire's longevity pay will be calculated as their actual hire date with the Sheriff's Office.

Section 3. **Uniform and Equipment Allowance.** New hires and existing employees will be provided with a full uniform and all required equipment by the Employer through the Employer's quartermaster system. New hires will also be provided with a bullet resistant/ballistic vest and vest cover. Effective upon execution of this Agreement, the Employer will replace existing employees' bullet resistant/ballistic vest and vest cover that is damaged in the line of duty

or expired as per manufacturer's recommendations. Vests will be a level 3A or higher unless otherwise agreed to by the Parties. This section will not be retroactive and shall apply only to those vests and vest covers that are damaged in the line of duty or expired as per manufacturer's recommendations after the execution of this agreement. All items (including bullet resistant/ballistic vests and vest covers) provided to a bargaining unit member are the property of the Employer and, upon separation of employment, shall be returned to the Employer.

In addition, the Employer will reimburse each non-probationary deputy who is assigned to Investigations on a full-time basis up to \$700.00 and all non-probationary deputies up to \$400.00 for items that are part of the uniform, and/or approved clothing, and/or authorized equipment with the receipt of proof of purchase that calendar year, provided the non-probationary deputy provides the receipt of proof of purchase of the clothing/equipment on or before October 1 of the year for which the deputy is requesting reimbursement. The \$700.00 Investigations allowance shall not apply to a deputy who is temporarily assigned to investigations as a detective (e.g., light duty assignment, training assignment, etc.). Instead, those deputies will receive the \$400 allowance set forth above.

The Sheriff will also make accessible a copy of Chapter 720 and Chapter 625 of the Illinois Compiled Statutes while on duty.

Section 4. Specialty Pay. All bargaining unit members who are assigned the duties of Field Training Officer "F.T.O.," will be compensated at a rate of \$30.00 per each shift in which they perform these duties.

Section 5. Acting Deputy in Charge Pay. If a Deputy is assigned to function as the Deputy in Charge, then such employee shall be paid an additional \$3.00 per hour for each hour worked in that capacity.

Section 6. Detective On-Call Pay. Bargaining unit members with the duty assignment of Detective, and who are subject to on call status, shall receive either \$25.00 for each day they are assigned on call status, or actual overtime worked as a result of being called to active duty while on call, whichever is greater. Overtime assigned to a member during their on call week that is continuous with their regular duty shift, and is not a result of the member's on call status, shall not be considered against the minimum \$25.00 on call stipend.

ARTICLE XXIII
INSURANCE AND PENSION

Section 1. Insurance. The current coverage provided for life, accidental death and dismemberment, and dental insurance shall remain in full force and effect during the length of the contract, provided the Employer reserves the right to change carriers or self-insure so long as the level of benefit for deductible, co-insurance, and annual out-of-pocket and coverage maximums remains substantially similar.

The Employer will provide a core high deductible health plan with health savings account (hereinafter "Core HDHP-HSA"). The Core HDHP-HSA benefit levels will be as follows for the January 1, 2024 plan year:

Deductibles: \$1,500 single, \$3000 family;

Coinsurance: 100% in network, 80% out of network;

Out of pocket: \$3000 single, \$6,000 family;

Physician Services after deductible: 100% in network, 80% out of network;

Inpatient Hospital after deductible: 100% in network, 80% out of network;

ER room 90% after deductible;

Prescriptions after deductible: 80%

In subsequent plan years, the Employer reserves the right to change insurance carriers, fully insure, or self-insure, and to change benefit levels of the core HDHP-HSA plan as long as the coverage and benefits of the core HDHP-HSA remain substantially similar.

In the event the Core HDHP-HSA is cancelled through no fault of the Employer, the Employer agrees to provide at least the same premium dollar it is providing now in replacing the Insurance plan.

The parties also agree the Employer may choose to discontinue the current HMO plan for the 2024 plan year and/or subsequent plan years. If the Employer discontinues the current HMO, the Employer will provide a minimum of one alternative health plan option such as a HMO (health maintenance organization), PPO (preferred provider organization), HDHP (high deductible health plan) or EPO (exclusive provider organization). Each plan year the Employer may offer new alternative health plans or eliminate any alternative health plan.

The Employer and the Union, by mutual consent, may establish a committee to recommend a health care plan to the County for adoption in the effort to reduce rising health care costs.

Section 2. Premium Allocations.

A. Premium Allocation for Dental and Current Term Life. The Employer will pay one hundred percent (100%) of the single premium or single premium equivalent for dental coverage and one hundred percent (100%) of the current term life insurance for the employee. If an employee elects family dental coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or premium equivalent amount less the Employer's percentage share of the single premium or premium equivalent.

B. Premium Allocation for Single Health Plans. The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be eighty percent (80%). The Employer will also contribute \$1500 to an employee's health savings

account in January of each year for employees enrolled in the single Core HDHP-HSA plan. The Employer's contribution to an employee's health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee's health savings account upon the employee's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the single Core HDHP-HSA. However, the enrolled employee shall pay a minimum of \$15 per pay check for single premium or single premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

C. Premium Allocation for Family Health Plans. If an employee elects Core HDHP-HSA family coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's eighty percent (80%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to an employee's health savings account in January of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer's contribution to an employee's health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee's health savings account upon the employee's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the family premium or family premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the family Core HDHP-HSA. However, the enrolled employee shall pay a minimum of \$100 per pay check for family premium or family premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

Section 3. Wellness Program.

A. Incentive for Employees Enrolled in Single Health Plans. By December 1 of each year, employee must submit proof of completion of employee's annual wellness screening/physical to the confidential third-party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

The Employer's obligation for the cost of the single premium or single premium equivalent for the single Core HDHP-HSA shall be ninety percent (90%). The Employer will also contribute \$1500 to an employee's health savings account in January of each year for employees enrolled in the single Core HDHP-HSA plan. The Employer's contribution to an employee's health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee's health savings account upon the employee's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the single premium or single premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the single Core HDHP-HSA. However, the enrolled employee shall pay a minimum of \$15 per pay check for single premium or single

premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

B. Incentive for Employees Enrolled in Family Health Plans. By December 1 of each year, employee must submit proof of completion for both the employee's annual wellness screening/physical and the employee's spouse's (only if the employee's spouse is covered by the Employer's health insurance plan) annual wellness screening/physical to the confidential third-party administrator selected by the Employer to receive the following incentive for the subsequent plan year:

Employees enrolled in Core HDHP-HSA family coverage, the employee shall pay fifty percent (50%) of the difference between the family premium or family premium equivalent less the Employer's ninety percent (90%) share of the single premium or single premium equivalent of the Core HDHP-HSA. The Employer will also contribute \$3000 to an employee's health savings account in January of each year for employees enrolled in the family Core HDHP-HSA plan. The Employer's contribution to an employee's health savings account will be prorated for employees enrolling in the Core HDHP-HSA plan after January 1 of each plan year. The Employer shall be under no obligation to continue contributing any money to the employee's health savings account upon the employee's termination of employment or upon any other "qualifying event" as defined pursuant to 29 U.S.C. 1163, whichever occurs first.

The Employer's obligation for the cost of the family premium or family premium equivalent for employees enrolled in an alternative health plan shall be the same total dollar contribution provided by the Employer for employees enrolled in the family Core HDHP-HSA. However, the enrolled employee shall pay a minimum of \$100 per pay check for family premium or family premium equivalent. Employees not enrolled in a County sponsored high deductible health plan are not eligible for the Employer contribution to a health savings account.

Section 4. Pensions. Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 5. Extent of Coverage. Except as otherwise provided herein, the extent of coverage under the insurance policies or plans referred to in Section 1 shall be governed by the terms and conditions set forth in said policies or plans.

ARTICLE XXIV
LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences. The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Council's and the Employer's representatives, not to exceed two (2) in number, and responsible administrative representatives of the Employer, being the Sheriff, or his designee, and the County Board Chairperson or their designee. Such meetings shall be held only when mutually agreeable to both parties. The agenda for such meeting shall also be mutually agreed seven (7) days prior to the meeting. Such meetings and agendas shall be limited to:

- A. A sharing of general information of interest to the parties.
- B. Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- C. Discussion of potential grievances on a nonbinding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- D. Items concerning safety.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the County of Kendall.

Section 2. Integrity of Grievance Procedure. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a potential grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to avoid such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues. Any report or recommendation which may be prepared by the Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Council.

Section 4. Council Representative Attendance. When absence from work is required to attend labor-management conferences under this Article, Council members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Council members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the Council members.

ARTICLE XXV GENERAL PROVISIONS

Section 1. Work Rules. Work rules of the Kendall County Sheriff which are not in conflict with this Agreement shall continue in full force and effect, subject to the Employer's right to change or eliminate work rules or past practices pursuant to Article IV (Management Rights) of this Agreement.

Section 2. Council Visits to Office. Authorized representatives of the National or State council shall be permitted to visit the Sheriff's Office during working hours to talk with deputies of the local Council and/or representatives of the Employer concerning matters covered by this Agreement.

Section 3. Council File Inspection. The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance at reasonable times with the employee's consent.

Section 4. Broken Glasses. The Employer agrees to repair or replace as necessary an officer's prescription eyeglasses, contact lenses, and prescription sunglasses, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

A Deputy shall be reimbursed for any apparel damaged as a result of a Deputy performing his lawful duties. In the case of items of jewelry there shall be a \$75.00 maximum reimbursement limit per incident.

Section 5. Inoculations. The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said deputy has been exposed to said disease in the line of duty. Routine inoculations and tests (T.B., Hepatitis) given to employees at their place of work shall not be considered time worked. Employee must execute an Inoculation Request/Waiver in the following form:

(PLEASE CIRCLE THE APPROPRIATE ALTERNATIVE)

A. I do not chose to take the offered inoculation for hepatitis made to me by the Kendall County Sheriff's Office.

B. I choose to accept the inoculations offered to me by the Kendall County Sheriff's Office and understand and agree that by taking the inoculation for hepatitis that I release and discharge Kendall County from any and all liability for side effects that I may incur as a result of taking this inoculation or series of inoculations. I further agree to indemnify and hold Kendall County harmless for any actions which may be brought by me or my family against Kendall County for side effects to the inoculation. I further agree that this waiver is effective upon my heirs, executors, administrators and all others who may stand in my place.

Dated this day _____ of _____, 20 ____.

Employee

Section 6. Bulletin Boards. The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council.

Section 7. Training Reimbursement. Any employee who resigns within eighteen (18) months from the Kendall County Sheriff's Office who has attended the basic police training on behalf of Kendall County, for which Kendall County has paid the tuition and other associated costs, then said employee shall reimburse other associated costs, then said employee shall reimburse Kendall County one-half of the cost or expenses advanced on his or her behalf and according to the following percentages based upon length of service with the Employer:

0 - 6 Months	100%
After 6 Mos. - 12 Mos.	75%
After 12 Mos. - 18 Mos.	50%
Over 18 Mos.	0%

Section 8. Residency. Employees covered by this Agreement shall live within a twenty-five (25) mile radius of the Kendall County Public Safety Center.

Section 9. Education Reimbursement. Full time employees are eligible for a fifty percent (50%) reimbursement of tuition and books on educational or training course work. To qualify the employee must seek approval in writing in advance from their Supervisor/Department Head and their committee chairman.

The course work must be directly related to the employee's job function (or proposed functions), be accomplished outside of working hours; from an accredited institution of learning; receive a passing grade and not exceed one class per semester (or quarter). All paperwork in that regard should be submitted to the Office of Administrative Services for reimbursement.

Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation".

If the educational or training course work is to meet the specific and current job description and is required by the Supervisor/Department Head and their committee chairman, then tuition and books will be reimbursed at one hundred percent (100%) from the employee's department budget.

Total number of employees receiving benefits will be subject to any budget limitations and anyone receiving educational reimbursement must agree to continue working for the county for six (6) months after each course or return the reimbursement.

Section 10. Travel Time. Travel time for employees who attend seminars approved by the Sheriff or his designee shall be paid in accordance with the Fair Labor Standards Act.

ARTICLE XXVI EMPLOYEE TESTING

It is the policy of Kendall County and the Kendall County Sheriff's Office that the public has the absolute right to expect persons employed by the County in its Sheriff's Office will be free from the effects of drugs and alcohol. Accordingly, the Employer may require employees to

submit to random urinalysis test and/or other appropriate drug testing at a time and place designated by the Employer, or whenever in the opinion of the Sheriff or his designee, there is sufficient cause for such testing. In the event of testing for cause, the Employer shall provide the employee with a written notice of the order setting forth the basis for sufficient cause. In addition, the Employer may require an employee to submit to alcohol or drug testing when an employee is involved in an on-duty incident involving significant damage to County property or personal injury to anyone.

Each employee involved in an officer-involved shooting will be ordered by the Sheriff or his designee to submit to drug and alcohol testing as soon as practical, but not later than the end of the employee's shift or tour of duty. An employee is considered to have been involved in an officer-involved shooting whenever the employee discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

The Employer shall use only a clinical laboratory or hospital facility that is certified by SAMHSA. If the type of test administered allows a split sample, the employee shall have the option to request that split sample be tested at another SAMHSA certified lab. Split sample testing shall be at the employee's expense.

If an employee tests positive as a result of a breathalyzer test administered by an outside entity pursuant to this Section, said employee may, at their sole option, have the right to request an immediate confirmatory test administered by a certified breathalyzer operator at the Kendall County Sheriff Corrections Division.

The test results shall be submitted to the Sheriff or his designee for appropriate action. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee,

up to and including termination. If an employee who has tested positive is not terminated, the Employer may require such employee to submit to a random urinalysis or other appropriate drug tests during the 12 month period following the date any employee tests positive in any test. Any such random tests shall occur at times and places designated by the Employer. In the event such an employee tests positive again, just cause for dismissal shall exist.

Use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge. For purposes of this Section, “under the influence of alcohol” shall be defined as a blood alcohol level of more than .02%.

Deputies are prohibited from consuming, possessing, selling, purchasing, or delivering any cannabis or cannabis-infused substances while on duty (except in the scope of the deputy’s authorized duties for the Employer) or while in uniform. Deputies are also prohibited from consuming and selling cannabis or cannabis-infused substances while off duty and from unlawfully possessing, unlawfully purchasing or unlawfully delivering any cannabis or cannabis-infused substances while off duty. The Employer may not take adverse employment action against a deputy based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the deputies’ household.

The Employer shall continue to provide employees access to an employee assistance program (EAP) similar to that which exists on the effective date of this Agreement. The Employer will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol or drug problem, unless such request follows an order to be tested pursuant to the foregoing provisions.

An alleged violation of this Article shall be subject to the contractual grievance procedure, as set forth in Article XIV.

ARTICLE XXVII
SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXVIII
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE XXIX
DURATION AND SIGNATURE

Section 1. Term of Agreement. This Agreement shall be effective commencing on December 1, 2023 and shall remain in full force and effect through November 30, 2027. It shall

continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

During the term of this Agreement, should either party believe that the application of the Americans With Disabilities Act requires a modification to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasses shall be resolved pursuant to the procedures set forth in Section 14 of the Illinois Public Labor Relations Act.

Section 2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2024.

FOR THE EMPLOYER:

FOR THE COUNCIL:

County Board Chairman

Negotiator

County Clerk

Negotiator

Sheriff

Negotiator

Appendix 1

Canine Deputy Agreement

The canine deputy shall perform the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The canine deputy shall be scheduled one (1) less hour per work day to accommodate the following at-home outside work activities with his/her assigned canine:

1. Training.
2. Cleaning the canine's kennel or other place where the canine is kept and cleaning up after the canine.
3. Feeding (one meal on on-duty days--2 meals on off-duty days)
4. Exercise on off-duty days
5. Emergency trips to veterinarian

If the off-duty at-home canine care activities exceeds the allowance described herein, the deputy shall promptly submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor, in order to receive any further compensation.

Letter of Agreement

Notwithstanding the language of Article XX, Section 3, the Employer may issue level 2 Safariland Hardwire ballistic vests to bargaining unit members for on duty use. Bargaining unit members may opt to upgrade to Safariland's level 3A vest (or higher) but must pay the cost difference between that and the level 2 vest. All vests purchased in whole or in part by the Employer will remain the Employers' property through and after termination of the unit member's employment.

The Parties will meet and discuss alternative vest options should the Safariland Hardwire vest become unavailable, and/or if the National Institute of Justice standards for vest classification change.

FOR THE EMPLOYER:

FOR THE COUNCIL:

County Board Chairman

Negotiator

County Clerk

Negotiator

Sheriff

Negotiator

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Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 7/16/2024
Subject: Approval of Petition 24-10, Special Use Permit for a Landscaping Business at 2142 Wooley Road
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-10, a Request from Alex M. Schuster for a Special Use Permit for a Landscaping Business at 2142 Wooley Road, Oswego (PIN: 03-22-400-001) in Oswego Township; Property is Zoned A-1

Previous Board/Committee Review:

ZPAC-Approval (9-0-1) on May 7, 2024, with Changes to the ROW Dedication, Septic Issues, and Clarification on Outdoor Storage

Kendall County Regional Planning Commission-Approval (9-0-1) on June 26, 2024

Kendall County Zoning Board of Appeals-Approval (4-0-3) on July 1, 2024

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on July 8, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to operate a landscaping business at the subject property.

The record for this Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/30227/638555986459113994>.

Staff Recommendation:

Approval with Conditions

Attachments:

Draft Ordinance

ORDINANCE NUMBER 2024-_____

GRANTING A SPECIAL USE PERMIT FOR A LANDSCAPING BUSINESS AT 2142 WOOLEY ROAD, OSWEGO, (PIN: 03-22-400-001) IN OSWEGO TOWNSHIP

WHEREAS, Section 13:08 of the Kendall County Zoning Ordinance permits the Kendall County Board to grant special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 7:01.D.32 of the Kendall County Zoning Ordinance permits the operation of landscaping businesses as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, the property which is the subject of this ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately three acres located at 2142 Wooley Road, Oswego (PIN: 03-22-400-001), in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and the property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is owned by Alex Schuster and shall hereinafter be referred to as the “Petitioner”; and

WHEREAS, on or about April 23, 2024, Petitioner filed a petition for a special use permit to allow the operation of landscaping business with outdoor storage at the subject property; and

WHEREAS, following due and proper notice by publication in The Voice on June 6, 2024, and following due and proper notification to the Village of Oswego on or about June 1, 2024, and following due and proper notification to Oswego Township on or about June 1, 2024, and following due and proper notification to the property owners of record of properties located within seven hundred fifty feet of the subject property on or about June 1, 2024, the Kendall County Zoning Board of Appeals conducted a public hearing on July 1, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested special use permit and zero members of the public testified in favor or in opposition to the request or asked questions about the proposal; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the special use permit with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated July 1, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested special use permit; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use permit shall be treated as a covenant running with the land and is binding on the

successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit allowing the operation of a landscaping business on the subject property subject to the following conditions:
 - A. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C and landscaping plan attached hereto as Exhibit D.
 - B. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the northern property line to Oswego Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
 - C. The location and size of the septic system should be assessed to determine if the system is placed and sized properly for the use allowed by this special use permit.
 - D. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors at the subject property when the business is closed.
 - E. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
 - F. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
 - G. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored and items stored on the subject property and shall promptly clean up the site if leaks occur.
 - H. Except for the purposes of loading and unloading, all landscape related materials shall be stored at the designated storage areas shown on the site plan attached hereto as Exhibit C. The maximum height of the piles of landscaping related material shall be ten feet (10').
 - I. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work.
 - J. No customers of the business allowed by the special use permit shall be invited onto the subject property for matters related to the business allowed by the special use permit.
 - K. The hours of operation of the business allowed by this special use permit shall be Monday through Friday from 6:00 a.m. until 6:00 p.m. and the business shall be open twenty-four (24) hours to address snow events. The owners of the business allowed by this special use permit may reduce these hours of operation.
 - L. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure

applicable building permits. This restriction does not apply to greenhouses.

- M. No signs are shown on the site plan attached hereto as Exhibit C. The owner of the business allowed by the special use permit may request a sign in the future using the minor amendment process, provided that the proposed sign meets the requirements of the Kendall County Zoning Ordinance.
- N. Only lighting related to security may be installed outdoors at the subject property.
- O. Damaged or dead plantings described on the landscaping plan attached hereto as Exhibit D shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
- P. The vegetation described in the landscaping plan attached hereto as Exhibit D shall be installed within one (1) year of the approval of the special use permit. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the vegetation. Materials and vegetation stored in the greenhouses and material storage area shall not be subject to this requirement and shall not be considered part of the landscaping plan.
- Q. No landscape waste generated off the property can be burned on the subject property.
- R. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

Only homes permitted prior to the date of the issuance of the special use permit shall have standing to file noise complaints.

- S. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
- T. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
- U. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including, but not limited to, installed the applicable number of ADA required parking spaces.
- V. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.

W. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

3. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.
4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16th day of July, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit "A" – Legal Description

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 22, THENCE SOUTH 89 DEGREES, 50 MINUTES, 30 SECONDS EAST 1417.6 FEET FOR THE POINT OF BEGINNING, THENCE SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 287.12 FEET, THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS WEST 517.87 FEET, THENCE NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST 137.22 FEET, THENCE NORTH 000 DEGREES 09 MINUTES 30 SECONDS EAST 96.87 FEET, THENCE NORTH 072 DEGREES 37 MINUTES 30 SECONDS WEST 156.93 FEET, THENCE NORTH 000 DEGREES 09 MINUTES 30 SECONDS EAST 374.54 FEET TO THE POINT OF BEGINNING IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-10 on July 1, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of four (4) in favor and zero (0) in opposition. Members Mohr, Prodehl, and Whitfield were absent.

FINDINGS OF FACT

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. Numerous landscaping businesses have been approved throughout unincorporated Kendall County, including one (1) at 655 Wooley Road. The proposed use is along Wooley Road, which is classified as a minor collector. Reasonable restrictions can be placed in the special use permit to ensure the health, safety, and general welfare of the area are protected.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The subject property is in a large A-1 Agricultural District. The use will not impede farms or residential uses on the adjoining properties. Reasonable restrictions may be placed on the special use permit to address hours of operation, noise, landscaping, and site layout to prevent neighboring property owners are not negatively impacted by the proposed use.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal states that customers will not come to the property. Given the limited number of employees reporting to the property, adequate utilities, access roads, and ingress/egress exists. A stormwater permit and conditions in the special use permit can address concerns related to drainage.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. This is true.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 6-34 of the Land Resource Management Plan, "A strong base of agriculture, commercial and industrial uses that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents." "Encourage opportunities for locally owned business." In addition, the future land use map calls for this property to be Mixed Use Business. Similar types of uses were planned for the subject property and properties in the vicinity of the subject property.

RECOMMENDATION

Approval subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the submitted site plan and landscaping plan.
2. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the northern property line to Oswego Township. The Kendall County Planning, Building and Zoning Committee may grant an extension

to this deadline.

3. The location and size of the septic system should be assessed to determine if the system is placed and sized properly for the use allowed by this special use permit.
4. Equipment and vehicles related to the business allowed by the special use permit may be stored outdoors at the subject property when the business is closed.
5. None of the vehicles or equipment parked or stored on the subject property related to the business allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
6. All of the vehicles and equipment stored on the subject property related to the business allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
7. The owners of the businesses allowed by this special use permit shall diligently monitor the property for leaks from equipment and vehicles parked and stored and items stored on the subject property and shall promptly clean up the site if leaks occur.
8. Except for the purposes of loading and unloading, all landscape related materials shall be stored at the designated storage areas shown on the submitted site plan. The maximum height of the piles of landscaping related material shall be ten feet (10').
9. A maximum of fifteen (15) employees of the business allowed by this special use permit, including the owners of the business allowed by this special use permit, may report to this site for work.
10. No customers of the business allowed by the special use permit shall be invited onto the subject property for matters related to the business allowed by the special use permit.
11. The hours of operation of the business allowed by this special use permit shall be Monday through Friday from 6:00 a.m. until 6:00 p.m. and the business shall be open twenty-four (24) hours to address snow events. The owners of the business allowed by this special use permit may reduce these hours of operation.
12. Any structures constructed, installed, or used related to the business allowed by this special use permit on the property shall not be considered for agricultural purposes and must secure applicable building permits. This restriction does not apply to greenhouses.
13. No signs are shown on the site plan. The owner of the business allowed by the special use permit may request a sign in the future using the minor amendment process, provided that the proposed sign meets the requirements of the Kendall County Zoning Ordinance.
14. Only lighting related to security may be installed outdoors at the subject property.
15. Damaged or dead plantings described on the landscaping plan shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
16. The vegetation described in the landscaping plan shall be installed within one (1) year of the approval of the special use permit. The Kendall County Planning, Building and Zoning Committee may grant an extension to the deadline to install the vegetation. Materials and vegetation stored in the greenhouses and material storage area shall not be subject to this requirement and shall not be considered part of the landscaping plan.
17. No landscape waste generated off the property can be burned on the subject property.

18. The noise regulations are as follows:

Day Hours: No person shall cause or allow the emission of sound during daytime hours (7:00 A.M. to 10:00 P.M.) from any noise source to any receiving residential land which exceeds sixty-five (65) dBA when measured at any point within such receiving residential land, provided; however, that point of measurement shall be on the property line of the complainant.

Night Hours: No person shall cause or allow the emission of sound during nighttime hours (10:00 P.M. to 7:00 A.M.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land provided; however, that point of measurement shall be on the property line of the complainant.

EXEMPTION: Powered Equipment: Powered equipment, such as lawn mowers, small lawn and garden tools, riding tractors, and snow removal equipment which is necessary for the maintenance of property is exempted from the noise regulations between the hours of seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.

Only homes permitted prior to the date of the issuance of the special use permit shall have standing to file noise complaints.

19. At least one (1) functioning fire extinguisher and one (1) first aid kit shall be on the subject property. Applicable signage stating the location of the fire extinguisher and first aid kit shall be placed on the subject property.
20. The owners of the business allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
21. The property owner and operator of the business allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of business, including, but not limited to, installed the applicable number of ADA required parking spaces.
22. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
23. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
24. This special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

SCHUSTER RESIDENCE

2142 WOOLEY ROAD
OSWEGO, IL
SITE IMPROVEMENT PLANS

SUGGESTED CONSTRUCTION SEQUENCE

1. INSTALL SILT & CHAIN LINK FENCE AT LOCATIONS AS INDICATED ON THE PLANS.
2. SITE DEMOLITION AND PREP
3. EXCAVATE AND PREP FOR FINISH INSTALLATIONS..
4. CONSTRUCT HARDSCAPE IMPROVEMENTS PER PLAN.
5. COMPLETE TOPSOIL PLACEMENT AND PERMANENT SEEDING/SODDING AND LANDSCAPING.
6. REMOVE AND PROPERLY DISPOSE OF TEMPORARY EROSION CONTROL MEASURES.

BENCHMARK: (OFF-SITE)

TBD

EL = XXX.XX NAVD88

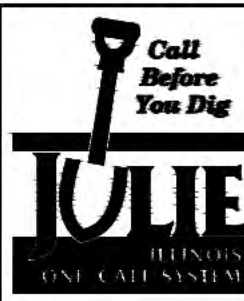
SITE BENCHMARK
CONCRETE CORNER AT SW CORNER OF SITE

ELEVATION = 685.45 NAVD88

PREPARED FOR:

ALEX SCHUSTER

ALPINE RIDGE BUILDERS, LLC
12249 S. RHEA DRIVE, STE. 2
PLAINFIELD, IL 60585



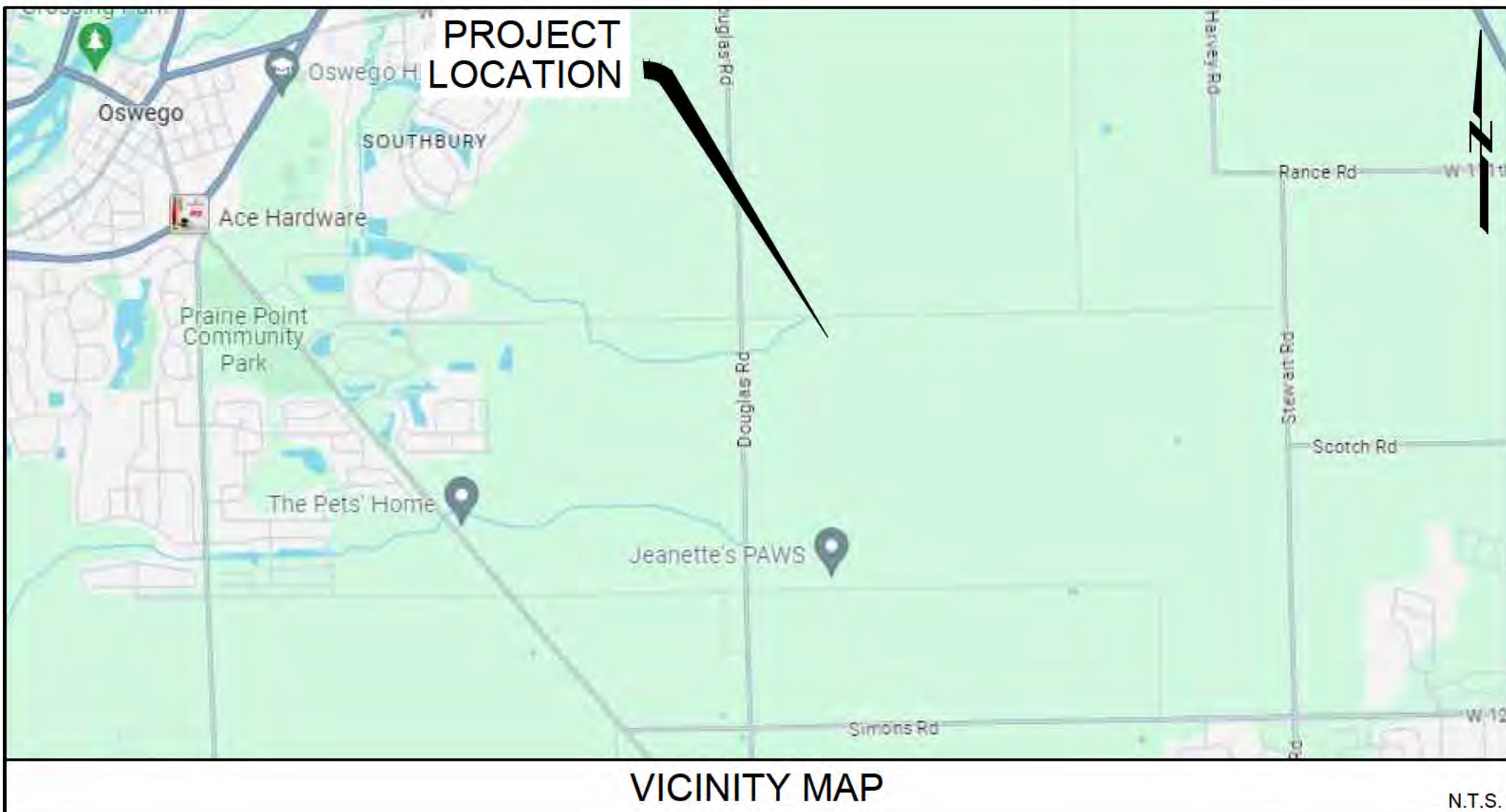
CONTACT JULIE AT 811
OR 800-892-0123

48 HOURS (2 working days) BEFORE YOU DIG



AERIAL MAP

N.T.S.



VICINITY MAP

N.T.S.

INDEX OF DRAWINGS

SHEET NO.	DRAWING TITLE
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS
C2.1	SITE DEMO AND EROSION CONTROL PLAN
C3.0	SITE GRADING PLAN

CONSTRUCTION NOTE

1. A SET OF THE FINAL APPROVED ENGINEERING PLANS SHALL BE ON SITE DURING ANY CONSTRUCTION ACTIVITIES AT ALL TIMES. FAILURE TO DO SO MAY RESULT IN A NOTICE TO STOP CONSTRUCTION ACTIVITIES.

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH DEVELOPMENT OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE DEVELOPMENT.

DATED THIS 18TH DAY OF APRIL, A.D., 20 24

THOMAS G. CRNKOVICH, III
ILLINOIS REGISTERED
PROFESSIONAL ENGINEER
062-060814

STATE REGISTRATION NUMBER
11/30/24

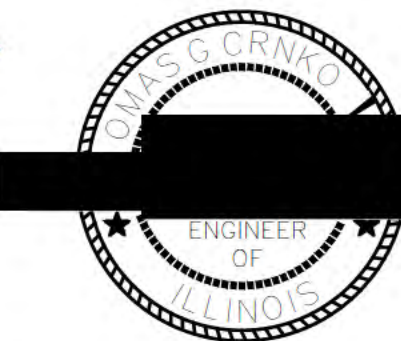
REGISTRATION EXPIRATION / RENEWAL DATE

OWNER COMPANY NAME: RIVERCREST CONSULTING, LLC

ATTEST:

SIGNATURE SIGNATURE
TITLE: MANAGING PARTNER

TITLE:



COVER SHEET

SCHUSTER RESIDENCE

2142 WOOLEY ROAD, OSWEGO, IL

PROJ. MGR.: TGC
PROJ. ENG.: TGC
DRAWN BY: TGC
DATE: 04/18/24
SCALE: N.T.S.

SHEET NO.
C1.0

PROJ. NUMBER: 22822119

PENDING APPROVAL - NOT FOR CONSTRUCTION

Civil Engineering
Stormwater Management
Entitlements

RIVERCREST CONSULTING, LLC

8952 HANSLIK COURT, UNIT 13
NAPERVILLE, IL 60564
(630) 538-5108

REVISIONS

06/05/24 REVISED PER COUNTY COMMENTS

TOTAL LOT AREA = 130,648 S.F.

EXISTING LOT COVERAGE
EX HOME AND ACCESSORY STRUCTURES - 6531 SF
EX "METAL BUILDING" - 878 SF
REMAINING IMPROVEMENTS ARE GRAVEL

TOTAL EX COVERAGE % = 5.67%

PROPOSED GREENHOUSES - 2,180 SF
ALL ADDITIONAL IMPROVEMENTS ARE GRAVEL

TOTAL PROPOSED NEW COVERAGE = 3,550 SF
TOTAL LOT COVERAGE = 10,959 SF
TOTAL LOT COVERAGE % = 8.39%



(IN FEET)
1 inch = 20 ft.

□

GRAVEL PAVEMENT DRIVE
8" AGGREGATE BASE COURSE, TYPE B, CA-6
NON-WOVEN GEOTEXTILE ROADWAY FABRIC

1. ALL DIMENSIONS ARE TO FACE OF BUILDING UNLESS OTHERWISE INDICATED.
2. ALL DISTURBED LANDSCAPE AREAS ARE TO BE RESTORED TO EX. CONDITION. 6" TOPSOIL RESPREAD AND SEEDING.
3. STOCKPILES SHALL BE PROVIDED WITH PERIMETER SILT FENCE AT ALL TIMES DURING CONSTRUCTION.
4. STOCKPILES TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE PROVIDED WITH SOIL EROSION AND SEDIMENTATION CONTROL.
5. LAND DISTURBANCE ACTIVITIES IN STREAMS AND DITCHES SHALL BE AVOIDED WHERE POSSIBLE.
6. SOIL STOCKPILES SHALL NOT BE LEFT OVERNIGHT IN DITCHES OR WITHIN FLOODPLAINS.
7. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITH THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER SOILS RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.
8. A MASONRY TREATMENT OR DROP SIDING MAY BE REQUIRED TO ENSURE THAT NO MORE THAN SIX INCHES OF THE FOUNDATION REMAIN EXPOSED IN ANY LOCATION.
9. A CONCRETE WASHOUT AREA SHOULD BE PROVIDED ONSITE. CONCRETE CANNOT BE WASHED OUT INTO THE PUBLIC RIGHT OF WAY OR STORM SEWER SYSTEM.
10. INSPECTION OF UTILITY TAPS AND DISCONNECTS SHALL BE INSPECTED BY CITY OF NAPERVILLE STAFF PRIOR TO BACKFILL. 24 HOUR NOTICE SHALL BE REQUIRED AHEAD OF INSPECTIONS.
11. PROPOSED SIDEWALK SHALL MATCH EXISTING GRADE AT THE LIMITS OF REPLACEMENT WHERE ABUTTING TO EXISTING WALK.
12. SPECIAL CARE SHALL BE TAKEN TO MINIMIZE COMPACTION OF THE PROPOSED PERMEABLE GRASSPAVE SUBGRADE AREAS. PRIOR TO CONSTRUCTION OF ANY PERMEABLE PAVER SYSTEMS, CITY OF OSWEGO ENGINEERING SHALL BE CONTACTED TO OBSERVE RELATED WORK TO ENSURE PROPER INSTALLATION.
13. PUMPING OF SEDIMENT LADEN WATER INTO ANY STORMWATER FACILITY OR DRAINAGE-WAY NOT DESIGNATED TO BE A SEDIMENT TRAP IS PROHIBITED.

REVISIONS		
06/05/24		REVISED PER COUNTY COMMENTS

Civil Engineering
Stormwater Management
Entitlements

8952 HANSLIK COURT, UNIT 13
NAPERVILLE, IL 60564
(630) 538-5108

SITE GRADING PLAN

SCHUSTER RESIDENCE

2142 WOOLEY ROAD, OSWEGO, IL

PROJ. MGR.:	TGC
PROJ. ENG.:	TGC
DRAWN BY:	TGC
DATE:	04/18/24
SCALE:	1"=20'

SHEET NO.

C3.0

PROJ. NUMBER: 23022119

PENDING APPROVAL - NOT FOR CONSTRUCTION

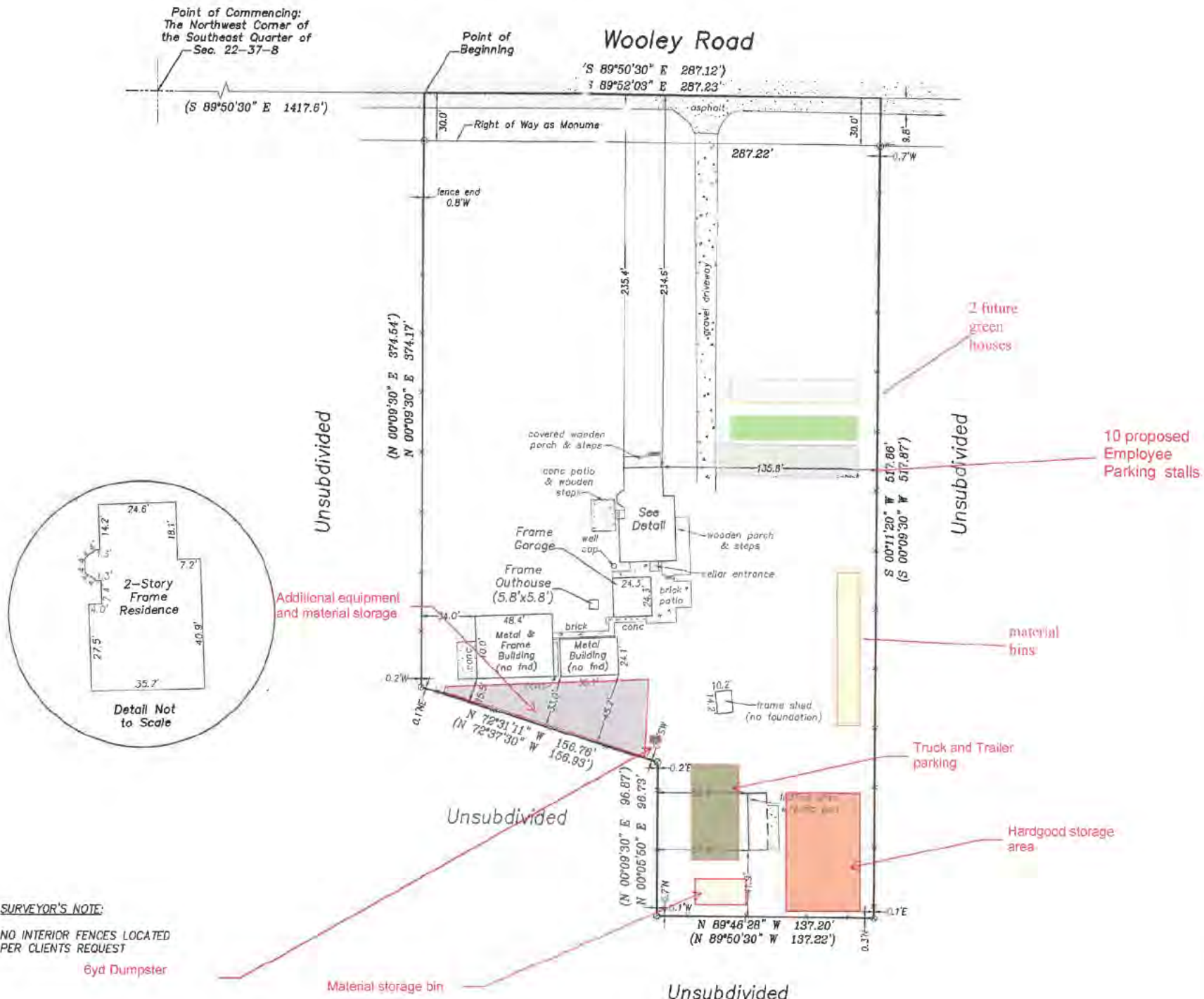
PLAT OF SURVEY

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION .02, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF ~~34~~ 2 SECTION 22, THENCE SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST 1417.6 FEET FOR THE POINT OF BEGINNING; THEN : SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST, 287.12 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 30 SECONDS W. J, 517.87 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST, 137.22 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST, 96.87 FEET; THENCE NORTH 72 DEGREES 37 MINUTES 30 SECONDS WEST, 156.93 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 30 SECONDS EAST 374.54 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2142 W. JLEY ROAD, OSWEGO, ILLINOIS.

PROPERTY CONTAINS: 3.0 ACRES (30,648.3 SQUARE FEET), MORE OR LESS.



SURVEYOR'S NOTE

NO INTERIOR FENCES LOCATED
PER CLIENTS REQUEST

6yd Dumpster

STATE OF ILLINOIS)
COUNTY OF KENDALL) ss.

WE, CORNERSTONE SURVEYING, P.C., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYOR CORPORATION NO. 184.006522, DO HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

DATED AT YORKVILLE, ILLINOIS ON NOVEMBER 29, 2021.

PROFESSIONAL LAND SURVEYOR
ERIC C. POKORNY
[REDACTED]
YORKVILLE
IL
STATE OF ILLINOIS

Scale: 1" = 50'

⊙ = Found 1/2" Dia. Iron Pipe
 ⊗ = Found 1/2" Dia. Iron Rod
 ⊠ = Found 1" Dia. Square Iron Rod
 (XX.XX)' = Record Distance
 XXXX' = Measured Distance
 N = North E = East
 S = South W = West
 -X-X-X- = Fence
 [] = Concrete/Asphalt

Michel C. Ensalaco, P.L.S. 2768, Exp. 11/30/2022
Eric C. Pokorny, P.L.S. 3818, Exp. 11/30/2022

TODD SURVEYING

Professional Land Surveying Services
"Cornerstone Surveying PC"

Phone: 630-892-1309 Fax: 630-892-5544

Survey is only valid if original seal is shown in red

Client: *Blacha Law Office, LLC*

Book #: 2517	Drawn By: J.H.T.	Plot #: 1254

Reference: 2013-0761

Field Work Completed: 11/24/2021

Rev. Date	Rev. Description

Project Number:

2021-1594

Landscape Design by:
Alex Schuster
ASE Illini-Scapes Inc

Date: 4/23/2024

Landscape Plan: L-1

2142 Wooley Rd

Scale: 1" = 30'

Revision #:





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 7/16/2024
Subject: Approval of Petition 24-11, Map Amendment Rezoning the Property between 276 and 514 Route 52 from A-1 to B-3
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 24-11, a Request from James W. Filotto on Behalf of Oakland Avenue Storage, LLC for a Map Amendment Rezoning the Property Between 276 and 514 Route 52 (PIN: 09-13-400-011) in Seward Township from A-1 Agricultural District to B-3 Highway Business District

Previous Board/Committee Review:

ZPAC-Approval (9-0-1) on May 7, 2024

Kendall County Regional Planning Commission-Approval (9-0-1) on June 26, 2024, after Shorewood Withdrew Their Intention to File a Formal Objection

Kendall County Zoning Board of Appeals-Approval (4-0-3) on July 1, 2024

Kendall County Planning, Building and Zoning Committee-Approval (5-0) on July 8, 2024

Fiscal impact:

N/A

Background and Discussion:

The Petitioner would like to rezone the property to operate a contractor's office or shop (roofing contractor) where no fabrication is done on the premises and where all storage of materials and equipment is within a building.

The record for this Petition can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/30229/638555986813916721>.

At their meeting on July 8, 2024, the Kendall County Planning, Building and Zoning Committee approved the conditional use permit for the contractor's office or shop (See Petition 24-12).

The Petitioner will still need to obtain site plan approval from ZPAC prior to any construction on the property.

Staff Recommendation:

Approval

Attachments:

Draft Ordinance

Aerial of Property

ORDINANCE NUMBER 2024-_____

**MAP AMENDMENT FOR APPROXIMATELY ELEVEN ACRES LOCATED BETWEEN 276
AND 514 ROUTE 52, MINOOKA (PIN: 09-13-400-011) IN SEWARD TOWNSHIP**

Rezoned from A-1 to B-3

WHEREAS, Section 13:07 of the Kendall County Zoning Ordinance permits the Kendall County Board to approve map amendments and provides the procedure through which map amendments are granted; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 11 acres located between 276 and 514 Route 52, Minooka (PIN: 09-13-400-011) in Kendall Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, the subject property is currently owned by Oakland Avenue Storage, LLC as represented by James W. Filotto and shall hereinafter be referred to as “Petitioner”; and

WHEREAS, on or about April 23, 2024, Petitioner filed a petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to B-3 Highway Business; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on May 2, 2024, due and proper notification to the Village of Shorewood on or about May 1, 2024, due and proper notification to Seward Township on or about May 1, 2024, and due and proper notification to all property owners of record of properties located within five hundred feet of the subject property on or about May 1, 2024, the Kendall County Zoning Board of Appeals initiated a public hearing on May 28, 2024, at 7:00 p.m., in the County Office Building at 111 W. Fox Street in Yorkville, and continued the public hearing to July 1, 2024, at the same time and location, at which the Petitioner presented evidence, testimony, and exhibits in support of the requested Map Amendment and zero members of the public testified in favor of the request and two members of the public testified in opposition of the requested Map Amendment; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the Map Amendment as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated July 1, 2024, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval of the requested Map Amendment; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached

hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.

2. The Kendall County Board hereby grants approval of Petitioner's petition for a Map Amendment rezoning the subject property from A-1 Agricultural District to B-3 Highway Business District.
3. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this Map Amendment.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 16th day of July, 2024.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Matt Kellogg

Exhibit A

THE WEST HALF OF THE NORTH 806.65 FEET OF THE WEST 1296.0 FEET OF THE
SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE
THIRD PRINCIPAL MERIDIAN, EXCEPT THE SOUTH 80.67 FEET THEREOF, IN
KENDALL COUNTY, ILLINOIS

PIN; 09-13-400-011

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 24-11 on July 1, 2024. On the same date, the Kendall County Zoning Board of Appeals issued the following findings of fact and recommendation by a vote of four (4) in favor and zero (0) in opposition. Members Mohr, Prodehl, and Whitfield were absent.

FINDINGS OF FACT

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes, single-family residential, and a landscaping business.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1 and A-1 with a special use permit for a landscaping business. Other properties in the vicinity possess business zoning classifications.

The suitability of the property in question for the uses permitted under the existing zoning classification. The Petitioner's proposed use of the property, for the operation of a construction/contractor business, is not allowed in the A-1 Zoning District.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural, commercial, and public/institutional.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The subject property is classified as Commercial on the Future Land Use Map and the B-3 Zoning District is consistent with this land classification.

RECOMMENDATION

Approval

09-13-100-002

09-13-200-003

ROUTE 52

09-13-300-007

09-13-400-012

09-13-400-011

09-13-300-008

09-13-400-007

239

Nearmap

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made this 20th day of JUNE, 2024, between Kendall County, State of Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "County") and the Oswegoland Park District, a body politic and corporate, Counties of Will and Kendall, State of Illinois (hereinafter referred to as the "Park District") (hereinafter individually a "Party" and collectively the "Parties"), pursuant to powers granted by Article VII, Section 10, of the Constitution of the State of Illinois, the Illinois Municipal Code, 65 ILCS, 5/1 *et seq.*, and the Intergovernmental Cooperation Act, 5 ICLS 220/1 *et seq.*

WITNESSETH

WHEREAS, the Park District is concerned with the control of motor vehicle traffic and the enforcement of its ordinances, the County's ordinances, and the laws of the State of Illinois on property located within the County and owned, leased, controlled or used by the Park District; and

WHEREAS, it is the desire of the Park District to have its ordinances, the ordinances of the County, and traffic laws of the State of Illinois regulated and enforced by the Kendall County Sheriff ("Sheriff") on property located within the County and owned, leased, controlled or used by the Park District.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

ARTICLE 1: The Park District previously adopted a Park Code Ordinance and Fine and Penalty Schedule, Ordinance Number 220915-1, as amended from time to time, which shall be enforced by the Sheriff.

ARTICLE 2: The Sheriff shall, for the Initial Term and any Renewal Term of this Agreement, enforce Park District ordinances, the County's ordinances and the laws of the State of Illinois on property located within the County and owned, leased, controlled or used by the Park District. For purposes of such enforcement, the Sheriff shall exercise sole discretion in determining the frequency and nature of its patrol of such property. At the sole discretion of the Sheriff, patrols may be by squad car, bicycle, foot patrol, or other means available and consistent with the resources of the Sheriff's Office.

ARTICLE 3: The Sheriff shall not perform specialized enforcement or regular patrol of property located within the County and owned, leased, controlled or used by the Park District. Notwithstanding the forgoing, as requested by the Park District Executive Director or his/her designee, the Sheriff may, in the sole discretion of the Sheriff, perform specialized enforcement or regular patrol of such property for special events or other scheduled activities.

ARTICLE 4: The Sheriff shall respond to emergencies and/or citizen complaints of incidents occurring at any property located within the County and owned, leased, controlled or used by the Park District, pursuant to the Sheriff's then current and applicable General Order(s) or Directive(s) governing call response.

ARTICLE 5: It is understood by the Parties hereto that all salaries, benefits and coverage of and for the members of the Kendall County Sheriff's Office are to be paid by the County for services rendered by police personnel and the Park District shall in no way be liable therefore.

ARTICLE 6: All police personnel shall work under the orders of the Sheriff or his designated representative.

ARTICLE 7: The term of this Agreement shall be for ten (10) years (the "Initial Term") commencing on the date set forth above. This Agreement shall automatically renew for an additional ten (10) year term ("Renewal Term"), unless a party provides to the other written notice in the manner provided in Article 9 below, of its intention not to renew the Agreement.

ARTICLE 8: Any fines obtained from the prosecution of Park District ordinances shall be placed in the General Fund of the County.

ARTICLE 9: If either Party wishes to terminate this Agreement prior to the expiration of the then-current Term (Initial or Renewal), such termination is conditioned upon the withdrawing Party sending by Certified Mail, Return Receipt Requested, to the other Party at the address set forth below, written notice of such intent at least thirty (30) days prior to withdrawal. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the Parties may designate by written notice:

To the County: Kendall County
1102 Cornell Lane
Yorkville, IL 60560
Attention: Sheriff

With a copy to: Kendall County State's Attorney
807 John Street
Yorkville, IL 60560

To the Park District: Oswegoland Park District
0 Boulder Hill Pass
Montgomery, IL 60538
Attention: Executive Director

ARTICLE 10: This instrument contains the entire agreement between the Parties and supersedes any prior or written statements or agreements between the County and the Park District regarding its subject matter. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties.

ARTICLE 11: It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

ARTICLE 12: It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by a Court to be illegal or in conflict with any law(s) of the State of Illinois, the validity of the remaining portion or provisions shall not be affected and the rights and obligations of the Parties shall be enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 13: Except as provided herein, the Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in the Agreement shall be construed to grant to anyone, other than the Parties hereto, and their respective successors, legal representatives and permitted assigns, any rights, remedies or claims under or in respect of the Agreement or any provision thereof.

ARTICLE 14: The Parties acknowledge that delivery of executed copies of the Agreement may be affected by facsimile or other comparable means. The Agreement shall not be binding and enforceable until each Party has executed and delivered a copy hereof to the other Party.

ARTICLE 15: The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.

ARTICLE 16. The Parties each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

ARTICLE 17. Neither Party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 18. The County and/or the Park District's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

In witness whereof, the Parties have executed this Agreement on the day and year first above written pursuant to a resolution or ordinances adopted by the County Board of Kendall County, State of Illinois and the Board of Commissioners of the Oswegoland Park District, Will and Kendall Counties, State of Illinois.

KENDALL COUNTY

ATTEST: _____
County Clerk

BY: _____
Board Chairman



OSWEGOLAND PARK DISTRICT

ATTEST: Cindy Benson
Board Secretary

BY: David Behnen
Board President





Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 7/16/2024

Subject: HVAC Renovations at Animal Control & Public Safety Center Jail Common Space

Prepared by: Dan G. Polvere

Department: Facilities Management

Action Requested:

Review and approve overall project budget of \$190,675 which includes: 1) a bid from the lowest responsive and responsible bidder, Artlip & Sons, for an amount not-to-exceed \$144,800 (\$108,600 for Animal Control and \$36,200 for PSC Jail Common Space), 2) engineering, bidding, construction management and 3) a 10% Contingency.

Board/Committee Review:

N/A

Fiscal impact:

\$190,675 from ARPA Funds.

Background and Discussion:

Based on air quality testing, it is necessary to make improvements to the HVAC system at Animal Control. Facilities staff and mechanical engineers from Cordogan Clark prepared drawings & specifications for HVAC renovations to reduce humidity at Animal Control.

The scope of work includes:

- Installation of UV-C Fixtures in (2) Furnace ductwork sections
- Installation of Dehumidifiers in the (2) Kennel Spaces and Waiting Area (covers Cat Rooms, as well).
- Electrical connections.

During the design process for the Animal Control HVAC renovation drawings and specifications, the (20) year-old Roof Top Unit that serves a Public Safety Center jail common space began to malfunction. Facilities Maintenance II Techs noticed temperature fluctuations via our building automation monitoring system. Upon further inspection of the unit, they found the control panel wiring was fried and melted. In the back of the unit, the heat exchanger had cracked and rusted through leaving no barrier in between the flames and the critical components. Repair/replacement costs for all the necessary parts exceeded the worth of the unit and it was determined that replacing the entire unit would be most cost effective. To this end, the PSC Jail common space replacement

scope was added to the Animal Control drawings & specifications and put out to bid. This scope of work includes the replacement of the 8.5-ton unit and the addition of an enhanced dehumidification system. Over (20) Trade Contractors were notified and sent invitations to bid. (10) Contractors were responsive and attended the pre-bid walk-through. Ultimately, (5) bids were received with Artlip & Sons providing the lowest responsive and responsible bid.

Both projects qualify for payment via ARPA funds. Utilizing these funds to improve air quality and condition is a good use of available funds.

Staff Recommendation:

Approve overall project budget of \$190,675 which includes: 1) a bid from the lowest responsive and responsible bidder, Artlip & Sons, for an amount not-to-exceed \$144,800 (\$108,600 for Animal Control and \$36,200 for PSC Jail Common Space), 2) engineering, bidding, construction management and 3) a 10% Contingency.

Attachments:

Bid Documents: Drawings & Specifications

Recommendation Letter

PROJECT MANUAL FOR:

**KENDALL COUNTY
HVAC RENOVATIONS
ANIMAL CONTROL &
PUBLIC SAFETY CENTER**

802 West John St. & 1102 Cornell Ln.
Yorkville, IL 60560

OWNER:
KENDALL COUNTY
504 S. MAIN STREET
YORKVILLE, ILLINOIS 60560

PREPARED BY:
CORDOGAN CLARK & ASSOCIATES, INC.
PROJECT # 241023

JUNE 20, 2024
BID SET

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

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KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Kendall County Animal Control Facilities Renovation, dated June 20, 2024, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

General

G0.00	COVER SHEET
G1.00	SITE PLAN, GENERAL NOTES, ABBREVIATIONS & SYMBOLS LEGENDS

Mechanical

M1.0	ANIMAL CONTROL MECHANICAL PLAN
M2.0	JAIL ROOF MECHANICAL PLAN
MP00	MECHANICAL TITLE SHEET

END OF DOCUMENT 000115

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 002000 – NOTICE TO BIDDERS

- A. Kendall County, Illinois (hereinafter referred to as the Owner) will receive bids for the following project until 2:00 pm, local time, on July 2, 2024, at the Kendall County Facilities Management Department, 804 W. John Street, Yorkville, IL 60560.

Project #241023 – KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER

- B. Bids will be publicly opened and read aloud at that time.
- C. Bid Package documents, drawings, and specifications shall be available on or after June 20, 2024. Bidders may visit the following websites to obtain the bid documents. Printing and shipping costs shall be the responsibility of the bidder:

www.cordoganclarkplanroom.com or www.buildingconnected.com

- D. All bids must be accompanied by a Bid Security in the form of Bid Bond in the amount of 10% of the Base Bid (plus additive alternates) made payable to the Owner.
- E. A pre-bid meeting will be on June 25, 2024, at 11:00 am at the Kendall County Facilities Management Department located at 804 W. John Street, Yorkville, IL 60560. Bidders are highly encouraged to attend the meeting.
- F. The Contractor shall pay, if applicable, not less than the prevailing rate of wages as established, to all laborers, workmen and mechanics in the performance of Work under this Contract in accordance with “An Act regulating wages of laborers, mechanics and other employed under contracts of Public Works.” 820 ILCS 130/1 et seq.
- G. The Owner reserves the right to reject any and all bids, to waive any informalities in bidding, and to accept the bid that is the lowest responsive, responsible bidder, which is in the best interests of the county.
- H. This Notice is written in the name of the Owner by Cordogan, Clark & Associates.

END OF NOTICE TO BIDDERS

SECTION 003000 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 SUMMARY

Lump sum proposals will be received to construct the project in accordance with the bid package(s), drawings, specifications, and project manual prepared by Cordogan Clark and all other applicable contract documents.

1.2 QUALIFICATION REQUIREMENTS

Contractors are required to submit qualifications with their proposal. Proposals will be evaluated and awarded based on proposals received by qualified contractors. See Specification Section 003500 "Requirements for Qualification" and the attached exhibits for required qualification documentation and evaluation criteria for the proposal award. Although price is a major consideration in the award of the bid, the Client may consider and base the award on other factors, including, but not limited to the following:

1. The ability, capacity, and skill of the bidder to perform services or provide the goods required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputations, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The quality, availability and adaptability of the supplies, or services to the particular use required by the Owner.
8. The contractor must certify to the Illinois Department of Human Rights that provisions have been made regarding discrimination-free workplace, as well as certifications for drug-free workplace.

1.3 SUBMISSION OF BIDS

Proposals shall be made in accordance with the following instructions. Proposals shall be delivered on or before 2:00 PM, local time, on July 2, 2024. Any bids received after this time may be rejected. Proposals must be made upon the form provided within and shall be addressed to:

Kendall County, Illinois
Facilities Management Office
804 W. John Street, Suite B
Yorkville, IL 60560
Attention: Kendall County HVAC Renovations
Animal Control & Public Safety Center

The envelope shall be plainly marked:

Kendall County, Illinois
Project: Kendall County HVAC Renovations
Animal Control & Public Safety Center
Do Not Open – Project #241023

1.4 AVAILABILITY OF DOCUMENTS:

Bid Package documents, drawings, and specifications shall be distributed electronically on or after June 20, 2024. Bidders may also contact the following reprographic provider to obtain the bid documents. Printing and shipping costs shall be the responsibility of the bidder:

www.cordoganclarkplanroom.com or www.buildingconnected.com

Upon receipt of the Bid Package the bidder shall immediately check that all documents listed in item 1.7 of these instructions have been received. If any section is missing, contact the Cordogan Clark immediately.

1.5 PRE-BID CONFERENCE:

Bidders are encouraged to attend the pre-bid meeting to be held on June 25, 2024, at 11:00 A.M. local time, at the Kendall County Facilities Management Office located at 804 W. John Street, Suite B. Yorkville, IL 60560. See specification section 002513 Prebid Meetings for meeting information.

1.6 SUBMISSION OF PROPOSAL

Each Bid submission shall contain the following in the order listed below:

1. Bid Bond – ONE ORIGINAL AND ONE DUPLICATE
2. Section 004000 Bid Form – COMPLETE AND IN DUPLICATE
3. Section 003500 Requirements for Qualification (with supporting documents)
– COMPLETE AND IN DUPLICATE

Proposals shall be presented to the Owner for approval of selected contractors. Proposals may be rejected by the Owner as informal, unless properly signed in longhand by the bidder, or his authorized agent, and unless all dates, items and amounts called for in the Form of Proposal are furnished. Proposals which are not signed by the individual making them should have attached

thereto, a Power of Attorney, evidencing authority to sign the Proposal in the name of the person for whom it is signed. Proposals which are signed for a Partnership should be signed in the firm name by required number of Partners to bind, or in the firm name by an Attorney-in-Fact. Proposals which are signed for a corporation should have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation in longhand. If such proposal is signed by an official other than the President, authority of such to sign the attesting signature of the Secretary of the Corporation and the impression of the Corporate Seal.

Proposals will also be considered informal if the Form of Proposal contains any erasures or written memoranda qualifying the same. Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently and attached thereto. The Owner reserves the right to waive any or all irregularities or informalities. Proposals may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening of bids. Negligence on the part of the bidders in preparing their proposal confers no right for the withdrawal of the proposal after it has been opened.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of work of all bids which are separately set forth on the bid proposal form and reject others; (4) add additional work items based on either schedule of value bid breakdown pricing or unit pricing set forth on the bid proposal form, as the Owner shall in its sole discretion determine to be in its best interests, and to award the contract to the responsible bidder submitting the lowest bid responsive to the bidding requirements. In the event of a rejection of a portion, part, or certain items of work, the bid of each bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that bidder on its submitted bid. The Owner shall have the right to accept Alternatives in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, Voluntary Alternates, and Alternates accepted.

The Owner reserves the right to accept any and all bids and to permit corrections of any obvious and apparent errors in bidding. The Owner reserves the right to review the references of past performances of all Contractors to be used in the project. The Owner reserves the right to review these references and other materials and accept or reject any or all Contractors. It is agreed that this bid may not be withdrawn for a period of ninety (90) days from the submittal thereof.

It is neither the intent nor the purpose of these specifications to prohibit a reliable bidder from bidding or securing a contract for the proposed goods/services. However, the documents do outline the requirements for the goods/services best suited to the needs of the Owner. Exceptions to these specifications will be considered only as voluntary alternates. Each bidder whose proposal cannot conform to these specifications shall list in detail all exceptions or alternates to the attached specifications in the voluntary alternates section of the bid form. The acceptance of such exceptions or alternates shall, however, be judged solely within the discretion of the Owner.

Purchases of building material for incorporation into this project are exempt for the Illinois Retailer's Occupation Tax and Use Tax (Sales Tax). The Owner's Tax-Exempt Number is E99959003. The bidder shall exclude such taxes from consideration in preparing his bid.

Proposals shall be presented to the Board for approval of selected contractors in July 2024. Contracts will be awarded upon approval by the Board.

1.7 EXAMINATION OF SITE AND CONDITIONS OF CONTRACT

Before submitting a proposal, each bidder shall inform himself of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered and all other relevant matters concerning the work to be performed. Also, the bidder, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed himself prior to the bidding. The project site is only available for inspection during the regular school hours by appointment only. Lack of additional site access shall not relieve the Bidder responsibility of the conditions under which the work is to be performed.

By submitting a proposal, each bidder agrees the Contract Documents have been examined, the site has been visited, all project conditions and limitations affecting the work have been noted and understands the nature of the work, general and local conditions, and accepts the contract as the form of the Contract Agreement between the Contractor and the Owner. The successful bidder's Contract Agreement may be assigned to the General Trades prime contractor. By submitting a bid, the successful bidder consents to this assignment. Include all costs related to your work affected by these conditions. No proposal will be entertained which is not based upon the complete contract documents consisting of the following:

- Specifications & Exhibits
- Form of Proposal Documents
- Requirements for Qualification Documents
- Accompanying Drawings
- Addenda, if any

Any written instructions in the Form of Addenda issued during the bidding period are to be included in the proposal and will become part of the Contract Documents.

1.8 PERMITS & LICENSES

Successful Bidders shall be responsible for all necessary permits, licenses and fees associated with their work. The Owner will obtain the building permit only. All Bidders and their subcontractor(s) must be licensed with all entities having jurisdiction and shall obtain all required building permits prior to the start of any work. Any additional permits or fees required to perform the work shall be the responsibility of the performing trade.

1.9 BONDING

The successful bidder will be required to furnish a Performance and Payment Bond in the full amount of the Contract executed on A.I.A. Form A-312, "Performance Bond and labor and Material Payment Bond" prior to the start of any work. The Performance Bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work.

The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For contract awards that are less than \$100,000.00, a Letter of Credit, in a form suitable to the Owner, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond. The Surety is to be approved by the Owner. The Contractor will pay for the cost of all Bonds. All Bids shall include cost of performance and payment bond.

1.10 TIME SCHEDULE

Contractor is required to perform their work within the following Preliminary Construction Schedule. By submitting a bid each Contractor guarantees they can meet the proposed Construction Schedule. Contractor shall assume multiple mobilizations may be required to perform their scope of work. All Bids shall include costs for the same. Substantial Completion Time Schedule:

- 1) Start of On-site Construction: July 18, 2024
- 2) Animal Control Substantial Completion: September 18, 2024
- 3) Public Safety Substantial Completion: November 15, 2024

1.11 CHANGE ORDERS

The successful bidder shall be required to follow the Owner's guidelines for change order mark-ups, namely that any change order proposal submitted to the Architect for an increase to the contract sum shall be limited to a maximum of five percent (5%) of the cost of the additional materials and labor for the general conditions and profit of the Contract. This includes any increase to the Performance Bond and Labor and Material Payment Bonds. The Performance Bond and Labor and Material Payment Bonds are considered part of the general condition's costs.

1.12 SAFETY REQUIREMENTS

All Contractors and Subcontractors of any tier will be required to comply with the provisions of the "Construction Safety Act" and the "Occupational Safety and Health Act of 1970", the General conditions, as well as all other applicable Federal, State, and local requirement. Each Contractor shall be responsible for the payment of all fines levied against the Owner or Architect/Engineer, for deficiencies relating to the safety of the Contractor's work.

1.13 STATUTORY REQUIREMENTS

Vendor Information Reporting Requirements. Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, the Bidder agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:

1. Is the Bidder and/or any of the Bidder's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
2. If the answer to Question (1) is "yes", does the Bidder and/or any of the Bidder's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
3. If the Bidder and/or the Bidder's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?

Bidder understands that the County is utilizing funds received pursuant to the American Rescue Plan Act ("ARPA") to pay, in whole or in part, for the services set forth in this Agreement. Thus, Bidder agrees to comply with all applicable provisions of the ARPA, all guidance on the

ARPA including, but not limited to the Interim Final Rule, issued by the U.S. Department of the Treasury, 2 C.F.R. 200 *et seq.*, and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders related to ARPA funded projects.

All applicable Federal and State statutes, regulations, interpretive guidance, executive orders, laws, and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written therein in full. This includes all current regulations with respect to paying the prevailing wage, which shall be incorporated into this project. To access Kendall County prevailing wage rates, visit the State of Illinois' Department of Labor website at <https://www2.illinois.gov/idol>. Not less than the Prevailing Wages as found by the Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this contract.

The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Bidder agrees to comply with [The Davis Bacon Act](#) — 40 U.S.C. 3141 *et seq.* as necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.

If at the time the Agreement is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Illinois Workers Act"), Bidder, its consultants, contractors, subcontractors, and agents agree to employ Illinois laborers on this Project in accordance with the Illinois Workers Act. Bidder understands that the Illinois Workers Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

Contractors shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.

Bidder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*

Public Act 094-0515 requires the successful Contractor submit a certified payroll to the Owner on a monthly basis for the contracts they have been awarded. All Contractors shall submit monthly certified payroll reports to the Owner. No payment requests will be processed without certified payroll reports.

All Contractors are required to submit in triplicate the following on a monthly basis as scheduled and outlined in Specification Section 012900 – Payment Procedures: AIA G702 cover page & AIA G703 continuation sheets, partial lien waivers for the full amount of the total current completed amount, trailing lien waivers for all suppliers and subcontractors, and certified payroll reports for the current billing period.

It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

1.14 BACKGROUND CHECKS / SECURITY

Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of General Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged, or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require General Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Company further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

1.15 ADDITIONAL INFORMATION

Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

The successful bidder shall be required to complete all required progress documentation.

The bidder shall, in the event of any discrepancies, omissions, or errors in the Contract Documents, or in the event of doubt on the part of a bidder as to their intent or meaning, direct inquiries in writing to: Attention: Luca Muench, Cordogan Clark, lmuench@cordoganclark.com. All questions relating to specific scope responsibility or other construction related activity shall be addressed to the same. No inquiries shall be reviewed or accepted 72 hours prior to bid opening. No extras shall be accepted on this project unless initiated by the Owner. Discrepancies, exclusions, clarification regarding each subcontractor's scope of work shall be addressed by subcontractor, in writing, to the Architect's office during the bidding process.

END OF SECTION 003000

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but do not affect Contract Time requirements. This Document and its attachments are not part of the Contract Documents.
- B. Available Project information includes the following:
1. Bid Documents Available: June 20, 2024.
 2. Pre-Bid Meeting: June 25, 2024, 11:00 a.m. (local time) on site.
 3. Bids Due: July 2, 2024, 2:00 p.m. (local time)
 4. Award of Contract: July 16, 2024, after Owner board meeting.
 5. Commencement of Construction: July 18, 2024.
 6. Animal Control Substantial Completion: September 18, 2024.
 7. Public Safety Substantial Completion: November 15, 2024.
- C. Related Requirements:
1. Document 004113 "Bid Form - Stipulated Sum (Single-Prime Contract)" for Contract Time.
 2. Section 011000 "Summary" for phased construction requirements.
 3. Section 013200 "Construction Progress Documentation" for Contractor's construction schedule requirements.

END OF DOCUMENT 003113

KENDALL COUNTY HVAC RENOVATIONS
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SECTION 003500 – REQUIREMENTS FOR QUALIFICATION

1.1 PURPOSE, LAWS, AND REGULATIONS

- A. The purpose of the Qualification Procedure described in this Document is to provide Owner with a mechanism to evaluate and determine whether Bidders are qualified to participate in the construction of the Project.
- B. Applicable provisions of all state and local entities having authority shall be observed in the soliciting, receiving, and evaluating of Bidders' qualifications. Applicable provisions shall be observed in bidding, letting, and execution of the Work.
- C. Prospective Bidders are required to comply with these Requirements for Qualification. Only those Bidders who have complied with the Requirements for Qualification and have been determined to be qualified will be eligible for acceptance of construction bids on the Project.

1.2 DEFINITIONS

- A. Financial Statement: The requirement for submitting a financial statement as an attachment to AIA Document A305, "Contractor's Qualification Statement" shall be understood to mean a certified annual audit, prepared according to generally acceptable accounting practices and signed by an independent certified public accountant. A Reviewed Statement of Assets and Liabilities, prepared and signed by an independent certified public accountant, is also acceptable. A self-prepared annual compiled financial statement or balance sheet is unacceptable.
- B. Bidder: A Bidder is a person or entity who submits a Submittal of Qualifications to Owner included with their bid documents.
- C. Project: Generally described in the Invitation to Bidders and/or the Advertisement for Bids.

1.3 QUALIFICATION DOCUMENTS

- A. Qualification Documents: Consist of the following:
 - 1. AIA Document A305, "Contractor's Qualification Statement";
 - 2. Additional documents issued by the Owner.
- B. Obtaining Qualification Documents: Complete sets of the Qualification Documents are contained herein. Prospective Bidders shall use complete sets of Qualification Documents in preparing their bid documents. Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification Documents. Incomplete bid documents may be rejected by the Owner.

- C. Interpretation or Correction of Qualification Documents: If the Bidder is in doubt as to the interpretation of any part of the Qualification Documents, or finds discrepancies in or omissions from any part of the Qualification Documents, it must submit a written Request for Interpretation thereof no later than five (5) working days prior to acceptance of bid documents. Address all communications to the Architect as outlined in Specification Section 003000, Instruction to Bidders.

1.4 QUALIFICATION PROCEDURES

- A. Form of Qualification Submittal shall include the following, properly executed and with all items filled out in ink or typed, and all additional data, attachments, and forms provided. Do not change or add words to the Qualification Statement or forms. All signatures must be original (and sealed if a corporation) and must be notarized and sealed by a Notary Public.:
 - 1. AIA Document A305, "Contractor's Qualification Statement";
- B. Modification to Requirements for Qualification:
 - 1. Clarifications, alterations, or changes made by Architect or Owner to the Requirements for Qualification shall be in writing only. Verbal information is not valid or binding.
 - 2. Modifications will be emailed to those Prospective Bidders having obtained Bid Documents from the issuing office.
- C. Submission of Qualification Documents:
 - 1. Each Submittal of Qualifications shall be included with the Bid proposal as outlined in Specification Section 003000, Instructions to Bidders.
 - 2. It is the sole responsibility of the Prospective Bidder to ensure that its submittal is received by the submittal date and time. No submittal submitted after the time fixed for receiving submittals will be considered; late submittals will be returned to the Prospective Bidder unopened.
 - 3. Owner reserves the right to waive any informality and to request additional information from Prospective Bidders, at Owner's discretion.
- D. Attachments:
 - 1. Prospective Bidders shall complete all required forms and attachments described in the Qualification Documents, entering "Not Applicable" where information does not apply. Absence of any of the forms included in the Prequalification Documents will be reason for possible disqualification.
- E. Status of Prospective Bidders:
 - 1. Proprietors submitting bids shall indicate their status as proprietors.
 - 2. Prospective Bidders submitting qualifications for partnerships shall indicate their status as partners and shall submit a certified copy of the power of attorney authorizing the executor of the submittal to bind the partnership.
 - 3. Prospective Bidders submitting qualifications for corporations shall indicate their status as corporations and shall submit a certified copy of the board of directors' authorization

for the Prospective Bidder to bind the corporation and shall affix the corporate seal on the submittal.

4. Prospective Bidders shall provide the following:
 - a. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
 - b. Name of jurisdiction where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in Project state at the time of executing the Contract.

1.5 QUALIFICATION CRITERIA

A. Prospective Bidders must demonstrate the following to the satisfaction of Owner:

1. Proper license under the laws and regulations governing their respective trade(s).
2. Capacity to provide Performance Bond, Labor and Material Payment Bond, and Insurance in a form acceptable to Owner in amounts adequate to bond the Work based on the scope indicated in the Bid Documents.
3. Applicable experience of firm as described in the Contractor's Qualification Statement, including the following:
 - a. Experience of Firm: The firm in its current organization shall have successfully completed minimum of five projects of similar type, quality, and scope, including a minimum of two within the three years. The firm shall have a record of project completion, credit record, record of judgment claims, arbitration proceedings, and suits pending or outstanding acceptable to Owner.
 - b. Experience of Firm Officers: The firm officers shall have personal record of project completion acceptable to Owner.
 - c. Experience of Project and Field Management Staff to Be Committed by the Prospective Bidder to Carry Out the Work: The assigned project manager and field superintendent must have successfully completed minimum of three projects of similar type, quality, and scope.
 - d. For purposes of this submittal, reference to "key individuals" as described in the Contractor's Qualification Statement shall be understood to mean the principal in charge, the project manager(s), and the project field superintendent(s) committed by the Prospective Bidder to carry out the Work of this Project. Prospective Bidder by submitting qualifications of key individuals agrees that Owner reserves the right to approve or reject subsequent reassignment of key individuals.
 - e. For purposes of this submittal, "successful completion" shall be understood to mean completion of project within project schedule and budget. Provide additional information indicating reasons why any referenced project did not meet project schedule or project budget.
 - f. For purposes of this Qualification, "similar project" shall be understood to include the following project elements:
 - 1) Renovation/addition work on occupied sites (if similar to the scope and size of the proposed project.)
4. Adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments.

5. Work-in-hand capacity, such that the Prospective Bidder demonstrates adequate work under contract to continue its business operations at least at their current level, at the same time indicating the capability to carry out Owner's proposed work.
 6. Adequate organization to complete work of the scope anticipated, including firm management, project management, field superintendence, and field engineering and quality control.
 7. Acceptable past performance as indicated by firm's references, including ability to meet contract time and to monitor, manage, and communicate interim scheduling requirements, to carry out required quality-control activities, to properly prepare interim and final payment requests, and to successfully complete project closeout requirements.
 8. Acceptable documentation of firm's employee screening practices as indicating by affidavit describing background check procedures for firm's employees and requirements for same incorporated in firm's subcontracts.
 9. The character, integrity, reputations, judgment, experience and efficiency of the bidder and the quality of performance of previous contracts or services performed as evidenced by the feedback obtained by references contacted. References may include contacts provided by the Bidder or obtained by other means who can attest to the aforementioned evaluation criteria.
- B. Consideration of qualifications may be withheld if the Qualification Statement shows any unexplained erasures, omissions, alterations of form, additions not called for, added restrictions or qualifying conditions, or other irregularities of any kind.
- C. Owner may make such investigations as it deems necessary to determine the ability of the Prospective Bidder to perform the Work, and the Prospective Bidder shall furnish to Owner all such information for this purpose as Owner may request. Owner reserves the right to withhold qualification if the evidence submitted by or investigation of such Prospective Bidder fails to satisfy Owner that such Prospective Bidder is properly qualified to carry out the obligations of the proposed Project. The determination of which bidders are prequalified is not protestable, except as allowed by law.
- D. Qualification Submittal and data contained therein is considered privileged and confidential and will not be disclosed to any outside party except as required by law.

1.6 BONDS AND INSURANCE

- A. The Prospective Bidder shall provide as part of the Submittal of Qualifications evidence of its ability to furnish below:
1. Performance Bond, a Payment Bond, and a Labor and Material Bond, each in the amount of 100 percent of the Contract Sum, with a corporate surety authorized to transact business in Project's jurisdiction.
 2. Satisfactory certificates of insurance in the amount and types required by statute, but not less than the following:
 - a. Professional design errors and omissions insurance endorsement for delegated design by Contractor's professional engineer.
 - b. Workers' Compensation insurance provisions: statutory limits.
 - c. Commercial General Liability insurance provisions: at limits established by Owner in Project Contract Documents.

1.7 ACCEPTANCE OF QUALIFICATIONS

- A. Prospective bidders will be notified of Owner's determination, within the bid evaluation period.
- B. Evaluations will be confidential. Notifications will be publicly available information.
- C. Owner may deny qualification if it finds one or more of the following:
 - 1. The Prospective Bidder does not have sufficient financial capacity to perform the Work.
 - 2. The Prospective Bidder does not have the appropriate experience or reputation to perform the Work, including, but not limited to, having met the experience or reputation criteria set forth herein.
 - 3. The Prospective Bidder or any officer, director, or owner thereof has had judgments entered against him within the past five years for the breach of contracts for governmental or nongovernmental construction work including, but not limited to, design-build or construction management contracts.
 - 4. The Prospective Bidder has been in substantial noncompliance with the terms and conditions of prior construction with Owner, or in documented substantial noncompliance with the terms and conditions of prior construction with another public body without good cause.
 - 5. The Prospective Bidder or any officer, director, owner, or chief financial official thereof has been convicted within the past 10 years of a crime related to governmental or nongovernmental construction or contracting.
 - 6. The Prospective Bidder or any officer, director, or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state, or agency of the Federal Government.
 - 7. The Prospective Bidder failed to provide to the public body in a timely manner any information required by the public body relevant to the six preceding subparagraphs.
 - 8. The Prospective Bidder provides false, nonresponsive, misleading, or incomplete information for items required herein.
- D. The acceptance of a Prospective Bidder's qualifications will be an award of contract should the Prospective Bidder provide the lowest qualified responsive and responsible Bid, signed by a duly authorized representative of Owner; no other act by Owner or its agents shall constitute the acceptance of qualifications. The acceptance of a Prospective Bidder's qualifications by Owner does not constitute a contract or promise to award a contract to the Prospective Bidder.

1.8 PROSPECTIVE BIDDER'S CHECKLIST

- A. In an effort to assist the Prospective Bidder in properly completing all documentation required, the following checklist is provided for the Prospective Bidder's convenience. The Prospective Bidder is solely responsible for verifying compliance with prequalification requirements.
 - 1. Reviewed the Qualification Documents, including the Requirements for Qualification, prior to preparing this submittal.
 - 2. Prepared AIA Document A305, "Contractor's Qualification Statement," as required by the document instructions and by the Requirements for Prequalification, including all attachments and data required as part of the Qualification Statement, properly notarized.
 - 3. Attached: Copy of applicable Contractor's license(s).
 - 4. Attached: Resumes of key individuals.

5. Attached: Other attachments as necessary to provide information required.
6. By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide executed Performance Bond and Labor and Material Bond meeting requirements given in the Bid Documents.
7. By submitting notarized statement, the Prospective Bidder certifies that the Bidder can provide Certificates of Insurance in the amounts indicated in Specification Section 005000, "Supplementary General Conditions".

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 004000 – FORM OF PROPOSAL

A. GENERAL

FORM OF PROPOSAL FOR KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER

SUBMITTED BY: _____ DATE: _____
(Company Name)

TO: Kendall County, Illinois

The undersigned having carefully examined the Contract Documents consisting of the following: Specifications (Inclusive of all Sections and Exhibits); Drawings; and Addenda, if any. As prepared by Cordogan, Clark & Associates, Inc., which Contract Documents form a component part of this Proposal, and having examined the premises and conditions affecting the work, proposes to furnish all labor and materials required for the Contractor as follows:

B. ADDENDA

I acknowledge receipt of the following Addenda:

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

C. BASE BID

In accordance with Drawings and Specifications for general contract including all divisions of work as indicated in Work Included in the Specifications and as shown in the drawings.

TOTAL BASE BID AMOUNT: \$ _____

AS WRITTEN: _____

Total base bid is to include full project scope, including allowances and contingency as indicated in documents and itemized in the schedule of values.

Contractor is to include the following allowances within their total base bid amount. Contractor to utilize the corresponding submitted bid package number below.

Bid Package #01 – HVAC Renovations

Total Base Bid: \$ _____

D. VOLUNTARY ALTERNATES

The Contractor is encouraged to provide Voluntary Alternates. If Contractor elects to do so, it must be a modification to the Base Bid and shall not be included in the Base Bid. The selected alternates will be used to determine the lowest qualified Bid for this Bid Package. Any alternates not specifically outlined on the Bid Proposal Form shall be submitted in the form outlined below. Failure to do so may result in the rejection of the bid. A separate sheet can be included with the bid form, if required.

Voluntary Alternate #01 _____ \$ _____
Add/Deduct/No Change

E. UNIT PRICES

All unit cost are to include equipment material and labor costs, including bonding, overhead and profit. Bidder must quote on all items called for in their bid package. This form is required to be attached to the Bid Form. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

Bidder is also required to email the Schedule of Values and Unit Pricing in Microsoft Excel (.XLS) electronic format one to 24 hours after bid due date but no earlier or later to bkronewitter@cordoganclark.com. Bidders may attach a printed copy of the Unit Prices in lieu of handwriting each entry.

SCHEDULE OF UNIT PRICES

UNIT PRICING

1. PVC Condensate drains	SF	_____
2. 120V-20amp branch circuit with new 20 amp circuit breaker	EA	_____
3. Furnish and install – new ACT including grid	LF	_____
4. Furnish and install new 10" round insulated duct	LF	_____
5. Mechanical Labor Rate	HR	_____
6. General Labor Rate	HR	_____

All unit costs are to include equipment material and labor costs, including bonding, overhead and profit. Bidder must quote on all items called for in their bid package.

F. BID SECURITY

Accompanying the proposal is a Bid Bond or (Certified Check) as surety in the amount of not less than 10% of the Base Bid payable to the Owner, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with Specifications and Furnish Performance and Labor and Material Payment Bonds as specified within ten (10) days after notification of the award of the Contract to the undersigned

G. PERFORMANCE / PAYMENT BOND

The undersigned agrees to provide an acceptable Performance and Labor and Material Payment Bonds, in accordance with AIA Document A312, in the amount of 100% of the Base Bid of which the cost of the Bonds are included in the Bid.

H. ATTACHMENT

The undersigned acknowledges that he has read and understands the CERTIFICATE OF ELIGIBILITY TO BID attached to this Bid Form and signed and attested thereto. The undersigned further acknowledges that said CERTIFICATE OF ELIGIBILITY is a part of the Contract Documents and will be attached to the Agreement.

I. REJECTION AND WITHDRAWAL OF BID

The Owner reserves the right to accept or reject any or all of the above proposals.

J. TIME OF COMPLETION

The undersigned agrees, if awarded the Contract, to begin work immediately upon notification by the Architect. The undersigned agrees, if awarded the Contract, to complete the work within the time frame specified in Specification Section 003000.

K. SIGNATURES FORM

IF AN INDIVIDUAL:

Longhand Signature of Bidder: _____

Doing Business as: _____

Business Address: _____

City: _____ State: _____ Zip: _____

IF A CO-PARTNERSHIP:

Name of Firm: _____

By: _____

Business Address:

City: _____ State: _____ Zip: _____

Names and Addresses of All Members of the Firm:

IF A CORPORATION:

Corporate Name: _____

A Corporation in State of: _____

By (President): _____

Name of Officers:

President: _____

Secretary: _____

Treasurer: _____

Corporate Seal:

ATTEST: _____

L. CERTIFICATE OF ELIGIBILITY TO BID

The Bidder/Contractor certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961. The Bidder/Contractor acknowledges that this certificate is a part of the Contract Documents and will be attached to the Owner/Contractor Agreement.

Date: _____ Firm Name: _____

Official Address: _____

_____ By: _____

_____ Position: _____

Where Bidder is a Corporation, add:

Attest: _____
(Secretary) (Seal

Subscribed and Sworn to Before Me this _____ day of _____, 20__

My Commission Expires: _____
Notary Public

_____, 20__

DRUG FREE WORKPLACE

The bidder or contractor, having 25 employees or more, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (III. Rev. Stat. Ch. 127 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, further certified that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

Subscribed and sworn to before me _____

This day of _____

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

_____ (Contractor), does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that (he, she, it) has adopted a written sexual harassment policy that includes at the minimum the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under Illinois law, (III) a description of sexual harassment, utilizing examples; (IV) internal complaint process including penalty; (V) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

By: _____

Its: _____

Date: _____

Notary Public

CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit “Criminal Code of 1961,” 720 ILCS, Sections 5/11-6 (Indecent Solicitation of a Child), 5/11-9 (Public Indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a Prostitute), 5/11-15.1 (Soliciting for a Juvenile Prostitute), 5/11-9 (Pimping), 5/11-19.1 (Juvenile Pimping), 5/11-19.2 (Exploitation of a Child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual Assault), 5/12-14 (Aggravated Criminal Sexual Abuse), and/or those offenses defined in the “Cannabis Control Act,” 720 ILCS 570/100 et. seq. And/or any offense committed or attempted in any state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as on or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written “Authorization for Criminal Background Information” form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

By: _____

Its: _____

Date: _____

END OF SECTION 004000

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
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JUNE 2024

SECTION 005000 – SUPPLEMENTARY GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS

The Supplementary General Conditions change, delete or add to the General Conditions. The paragraph numbering system of A.I.A. Document A-201, (2017 Edition) is continued in the Supplementary General Conditions. The following supplements modify AIA Document A-201 (2017 Edition) General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ALL ARTICLES – the word “fiduciary” in the AIA A201 shall hereby be stricken.

ARTICLE 1: GENERAL PROVISIONS:

1.1. BASIC DEFINITIONS – Add the following definitions

- 1.1.8 The Initial Decision Maker shall be defined as the Kendall County in consultation with the Architect/CM.
- 1.1.9. The Surety
The surety is any firm or corporation that has executed as surety the Contractor’s Performance Bond and Payment Bond guaranteeing the performance of the contract.”
- 1.1.10 The Site
The site is the premises or location where the work under the contract is to be performed.”

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS – Add the following subparagraph:

- “1.2.1.1 Priority of Documents. In the event of any conflict, discrepancy, or inconsistency among the Contract Documents, interpretation shall be based on the following descending order of priority:
 - A. The Agreement
 - B. Supplemental or special conditions (if any)
 - C. The General Conditions
 - D. Specifications
 - E. Drawings, and among the drawings, the following:
 - 1. As between figures given on drawings and scaled measurements, the figures shall govern;
 - 2. As between large scale drawings and small scale drawings, the large scale drawings shall govern.

In the event that Work is called for by the drawings but not by the specifications, or by the specifications but not by the drawings, the Contractor shall be responsible for such Work.”

F. The Owner makes the final determination as to the meaning of the Contract in the event of discrepancies.

Add the following paragraph:

“1.7. COMMUNICATIONS

1.7.1 All notices, demands, requests, instructions, approvals, proposals and claims from the Architect, the owner, or the contractor shall be in writing.”

1.7.2 Electronic Data Protocols
Digital documents according to the Electronic Protocols AIA-E201 shall be an approved written form except the sender shall be responsible for verification that message was received.”

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER – add the following subparagraphs:

“2.2.5.1. In giving interpretations of the Documents, the Owner, through the Architect, shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the Project.”

ARTICLE 3: CONTRACTOR

3.4 LABOR AND MATERIALS – Add the following subparagraphs:

“3.4.2.1. Where items of equipment and/or materials are identified in the specifications by a manufacturer’s or trade name, model, or catalog number, only such specified item may be used in the work.”

3.6 TAXES – Add the following subparagraph:

“3.6.1. Purchases of building materials for use in the project are exempt from the Illinois Retailer’s Occupation and Use Tax. The bidder shall exclude said taxes from consideration in preparing his bid.”

ARTICLE 4: ARCHITECT

4.2.6 The first sentence is deleted and in its place insert the following:

“Claims by either the Owner and Contractor must be made in writing within the limitations period set by Illinois statutes.”

ARTICLE 5: SUBCONTRACTORS (No modifications to this article.)

ARTICLE 6: CONSTRUCTION BY THE OWNER OR BY SEPARATE CONTRACTORS

(No modifications to this article.)

ARTICLE 7: CHANGES IN THE WORK (insert the following:)

7.5 ITEMIZED ACCOUNTING OF COSTS

“7.5.1 For work not covered by the original Contract, the Contractor shall prepare a detailed proposal for the changed work using the forms provided. The proposal shall itemize the changes to the work and show the direct cost of all labor, material, and equipment for each item. Direct costs are those specifically identified with the work. All other costs such as general supervision, liability insurance, etc. are considered overhead. Subcontractors shall prepare similar proposals for inclusion in the Contractor’s proposal.

“7.5.1.1. The direct cost of labor shall be identified as:

- A. Taxable wages (based on current prevailing wage rate table).
- B. Union benefits and fringes (only costs required by the Union Agreement allowed).
- C. FICA taxes.
- D. Federal unemployment.
- E. State unemployment.
- F. Worker’s compensation.
- G. Travel costs.”

ARTICLE 8: TIME (No modifications to this article.)

ARTICLE 9: PAYMENTS AND COMPLETION

9.3. APPLICATIONS FOR PAYMENT – Add the following subparagraphs:

“9.3.1.3. To insure the proper performance of this Contract the Owner will retain 10% of the amount of each estimate until final completion and acceptance of all work covered by this Contract.”

“9.3.2.1. Although all material and work covered by partial payments made shall have become the property of the Owner, this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract.”

“9.3.2.2 The stored materials may be included in the Application for Payment providing the Architect can verify the cost and the existence of such stored materials. The Contractor shall reimburse the Owner for all of the Architect’s expenses required to verify materials which are stored away from the Project site if the Contractor wishes to include the cost of the stored material in an Application for Payment. Applications for stored materials must meet the following criteria:

- a. Evidence of insurance is required for the stored product.
- b. The product must be produced for this project only.
- c. The product must be stored separately from other inventory and identified for this project only.”

“9.3.4. The Contractor shall provide all statements, affidavits and waivers required by the Mechanics’ Liens Law of the State of Illinois, including Section 5 thereof, at such time and in such form as

provided therein to protect the Owner against mechanics' or other liens, and the Contractor hereby acknowledges receipt of notice from the Owner to furnish same."

- "9.3.5. Each application for payment must be accompanied by Contractor's Affidavits and by partial waivers of lien form all subcontractors, as well as material Suppliers, showing that the amount of money paid to date to each Subcontractor and Supplier is at least equivalent to the amount shown as the estimated total value of all labor and material incorporated into the work through the immediately preceding calendar month's estimate of work as submitted by the Contractor, less contract retainage."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.5 CRIMINAL BACKGROUND & INVESTIGATION CHECKS

- "10.5.1 The contractor shall not send to any County government property any employee or agent who would be prohibited from being employed by the County due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The contractor shall obtain a criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses."

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE – Add the following paragraphs:

- "11.1.2.1 The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all work is completed and accepted by the Owner.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer's Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

B. Commercial General Liability

1. Each Occurrence \$1,000,000
2. Products/Complete Operations Aggregate \$2,000,000
3. Personal/Advertising Injury \$1,000,000
4. General Aggregate \$2,000,000
5. Policy shall include:
 - a. Premises – Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c) and underground (u)
 - f. Per Project Aggregate

6. The Commercial General Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insureds on the Contractor's Commercial General Liability policy using form CG 20 10 or its equivalent. The additional insured endorsement shall provide the following:
 - a. That the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the contractor.
 - b. That if the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
 - c. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance, and
 - d. That the additional insureds will not be given less than 30 days prior written notice of any cancellation thereof.
 - e. The Contractor will furnish a Certificate of Insurance evidencing the foregoing.
- C. Business Auto Liability (including owned, non-owned and hired vehicles).
1. Bodily Injury
 - a. \$1,000,000 Per Person
 - b. \$1,000,000 Per Accident
 2. Property Damage \$1,000,000
 3. Or Combined Single Limit \$1,000,000
- D. Umbrella
1. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy, written in an insurance company acceptable to the owner, may be used to meet the minimum limits required.
 2. Umbrella Excess Liability (in addition to primary coverage): \$5,000,000
- E. Owner's and Contractor's Protective Liability: the Owner's and contractor's Protective Liability Insurance required herein shall be purchased and maintained by the Contractor. The policy shall name the Owner as named insured, and the Architect and the Architect's consultants as additional insureds. The insurance shall afford the same protection and be in the same amounts as required for the commercial General Liability Insurance for the Contractor and shall protect the named insureds from all claims for bodily injury and property damage arising from its ownership of the premises and general supervision or observation of the Work, including claims by employees of the contractor, and Subcontractors or Sub-subcontractors.
1. The following parties shall be included as Additional Insureds on all contractor's and subcontractor's Certificates of Insurance: The County shall be named as additional insured for the general Liability, Auto Liability and Excess Liability. A waiver of subrogation applies for the General Liability, Auto Liability and Workers Compensation
 - a. Kendall County
 - b. Cordogan Clark & Associates, Inc.

- c. Cordogan Clark Consulting Services, Inc.

Add the following new Section 11.1.3.1 to Section 11.1.3:

11.1.3.1 Prior to the commencement of the Work, Contractor shall submit to the Construction Manager/ Architect and Owner valid Certificates of Insurance, Policies of Insurance and amendatory riders or endorsements to Contractor's insurance policies, all in form and substance satisfactory to the Owner. Failure of Construction Manager/Architect and/or Owner to demand Certificates of insurance and/or Policies shall not constitute a waiver of the Contractor's responsibility to procure insurance. Nor shall review and/or approval by either the Owner or Architect in any way relieve Contractor of its responsibility for furnishing sufficient amounts and coverages of insurance. Said endorsements or amendatory riders shall indicate that as respects said additional insured, there shall be severability of interest under said insurance policies.

Add the following new Section 11.1.4.1 to Section 11.1.4:

11.1.4.1 If the Contractor fails to purchase or maintain or require to be purchased and maintained the liability insurance required under subparagraph 11.1.1, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid thereof by the Contractor in the manner set forth in paragraph 2.4.

11.3. PROPERTY INSURANCE: Add the following subparagraphs:

"11.3.1.7 The prompt repair or reconstruction of the Work as a result of any loss shall be the Contractor's responsibility. etc. (a paragraph of wording)

11.3.9 The third sentence of this clause shall be deleted for the AIA A201.

11.3.10 This paragraph shall be deleted. The paragraph shall read as follows:
"The Owner shall have the power to adjust and settle a loss with insurers."

11.4 PERFORMANCE BOND AND PAYMENT BOND - Add the following subparagraph:

"11.4.1.1 The Contractor shall provide and pay for a Performance Bond and a Payment bond in the full amount of the contract. The surety of the bond shall be satisfactory to the owner and shall be provided on the forms provided in the project manual."

11.4.3 The bonds shall include the provisions that the surety will fully reimburse and repay the Owner all costs, damages, attorney fees, engineer's fees, and other expenses which the Owner may incur in making good any default by the Contractor, including any default base upon failure of the Contractor to furnish maintenance, repairs or replacements for any period of time after the work is completed, as provided for in the contract documents."

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK (No modifications to this Article.)

ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following provisions:

13.8. EQUAL EMPLOYMENT OPPORTUNITY

“13.8.1. This contract is conditional upon the requirement that the supplier or Contractor of services or the Contractor and his subcontractors and all labor organizations furnishing skilled, unskilled, and craft personnel who may perform such labor or services, as the case may be, shall not commit an unfair employment practice in this state as defined in the fair Employment Practices Act contained in Illinois Revised Statutes 1975, Chapter 48, Section 851-867 inclusive, including any subsequent revisions.”

13.9 PREVAILING WAGES

“13.9.1 The Contractor and all of his subcontractors shall pay to any laborers, workers and mechanics, who are employed in actual construction work on the site of the construction project, not less than the prevailing rate of wages as determined by the Illinois Department of Labor for Kane County.

“13.9.2. A copy of a schedule of wages is attached hereto, and is further available from Illinois Department of Labor. The Contractor shall verify that all wages paid are not less than the amounts shown on the current (applicable) schedule of rates as issued by the State of Illinois Department of Labor.”

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.4.3 If this Agreement is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date as provided in Section 5, subject to set off for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and Contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or Contractors, directly or indirectly in connection with the Project.

ARTICLE 15: CLAIMS AND DISPUTES

15.3 Mediation is excluded as a method of binding dispute resolution.

15.4 ARBITRATION (Substitute the following):

“15.4.1 Arbitration is excluded as a method of binding dispute resolution.”

END OF SECTION 005000

SECTION 011000 – WORK SCOPE FOR ALL CONTRACTORS

PART 1.0 INTRODUCTION

1.1 GENERAL:

Requirements outlined in this section are applicable to all Bid Packages issued for this project. All contractors are required to thoroughly review this section in conjunction with the project documents listed in section 011000.00 and incorporate this composite body of information along with design intent, implied and inferred information and industry standards to provide a complete, useable facility as detailed below.

1.2 DEFINITIONS

The following definitions apply to terms and titles given throughout the project documents:

- OWNER – Refers to Kendall County along with representatives and agents
- ARCHITECT – Refers to Cordogan Clark & Associates along with respective engineers and sub-consultants.
- CM (Construction Manager) – Refers to Cordogan Clark Consulting Services, Inc.(CCCS) along with its agents.
- GENERAL TRADES CONTRACTOR – Refers to the General Trades Contractor with its respective subcontractors and self-performing tradesmen.
- CONTRACTOR – The term contractor used throughout the specifications gives general reference to either Prime Contractors, Subcontractors or both depending on the given context as determined by the CM. Where this term is not defined by its context, it shall be interpreted to mean all contractors regardless of contractual relationships. Furthermore, the term “Contractor” indicated within the AIA A-101 Agreement and A-201 General Conditions refers specifically to the Prime Contractors.
- PRIME CONTRACTOR – Refers to any contractor with or without subcontractors holding a contract with the OWNER or CCCS acting as the Owner’s Agent as defined above. Each Prime Contractor will hold one Prime Contract.
- SUBCONTRACTOR – Refers to any company working under a contract agreement with the Prime Contractor.
- SUB-SUBCONTRACTOR – Refers to any company working under a contract to a Subcontractor.
- PRIME AGREEMENT – Shall be considered the same as Exhibits C and D (AIA A-101 and A-201 respectively) along with Supplementary General Conditions per Specification Section 000500.
- WORK SCOPES – Refers to all documents contained within the 011000-series specifications.
- PROJECT DOCUMENTS – Refers to the entire body of documents referenced herein along with subsequent documentation of a similar nature.
- THE WORK – All of the specific tasks assigned to each Prime Contract.

PART 2.0 PROJECT DOCUMENTS

2.1 PLANS

Include all work related to each Prime Contract along with self-performed work and respective subcontracts as illustrated in the plans listed in specification section 0001000 TABLE OF CONTENTS.

2.2 OTHER PROJECT DOCUMENTS

Any other Addenda, Notification, Bulletin, or response issued by the Owner, CM, or Architect shall be treated a project document unless specifically noted by the aforementioned entities. Prime Contractors shall take these documents into account when preparing estimates and performing the work.

2.3 DELIVERY OF PROJECT DOCUMENTS

All project documents shall be supplied to the Prime Contractors in electronic format only. Prime contractors shall be responsible to prepare and distribute paper copies and electronic media to all tradesmen and subcontractors for purposes of bidding and construction.

2.4 DISCLAIMER

Definitive lists and specific information contained within this document shall not limit the Contractor's responsibility to perform the work as defined within the collective body of The Project Documents.

PART 3.0 SCOPE OF WORK

3.1 GENERAL PROVISIONS:

- a) Information given below universally applies to all sections within all Scope of Work documents.
- b) Tasks and responsibilities within each work scope are organized by category for convenience only. Contractors shall utilize this information as it applies to all aspects of their work regardless of placement within the scope documents.
- c) Each contractor is responsible to review the entire set of Project Documents to determine work required for their respective trades. Placement of information on drawings shall not alleviate each contractor from completing the Work in accordance with their Work Scopes.
- d) Each contractor is responsible to inspect the site prior to bidding the project and become familiar with all limitations and conditions that will affect the work in accordance with specification section 003000 Bid Instructions and elsewhere as referenced in the project documents.
- e) Refer to Supplementary General Conditions Specification section 005000 with regards to discrepancies in the contract documents.
- f) Each contractor shall provide all equipment, means, and methods needed to perform the work independent of other contractors including but not limited to all scaffolds, hoists, pumps, lifts, etc.

3.2 RESPONSIBILITIES:

Contractual responsibilities for this project are arranged as follows:

- a) **Kendall County, Illinois** as Owner for this project holds all contracts with the Architect, Consultants, and has entitled the Construction Manager (CCCS) as their Agent regarding the Prime Contracts execution and administration to the Prime Contractors for the project.
- b) **Cordogan Clark & Associates** along with their consultants and sub-consultants have been retained by the Owner as the Architect.
- c) **Cordogan Clark Consulting Services, Inc. (CCCS)** along with their consultants and sub-consultants have also been retained by the Owner as the Project **CM** (Construction Manager). As Construction Manager, CCCS Associates will represent the Owner's interests and have general oversight of the work throughout the construction period. As an agent of the Owner, CCCS will administer the Contracts with the Prime Contractors performing the work.
- d) **Prime Contractors** as defined by within each bid package. One Prime Contract per bid Package. Prime Contracts may consist of one or more trades and/or companies as required to perform The Work as defined for each Bid Package. Where more than one contractor is involved, a singular contractor shall be named as the primary contract holder. This contractor shall be deemed as the Prime Contractor. All other contractors involved with completing The Work within the same Bid Package shall be subcontractors or sub-subcontractors with respect to the Prime Contractor. This Prime Contractor must be able to singularly demonstrate the ability to meet all of the award criteria as outlined in Specification Section 003000 Instructions to Bidders. Prime contract shall be in the form indicated in Exhibits C and D along with Supplemental Conditions in Specification Section 005000.
- e) **Joint Ventures** – All joint venture companies seeking to perform The Work for an individual Bid Package must be pre-approved by the CM prior to submitting a bid. Preapproval shall be according to the same criteria established for approving all Prime Contractors as outlined in Specification Section 003000 Instructions to Bidders. Joint ventures must provide adequate documentation to prove their viability as a contracting company as well as a history of successful projects.
- f) **Award** – Each Bid Package as outlined above will be contracted as a singular Prime Contract and will not be subdivided. Individual companies may be awarded more than one Prime Contract provided they meet the necessary prequalification criteria.
- g) **Contract Form** - The Standard Form of the General Conditions of the Contract (Document No. A-201, 2017 Edition), issued by the American Institute of Architects as well as the Architect's Supplementary General Conditions bound herewith, are a part of this specification and the Contractor shall consult them in detail for the instructions pertaining to his work

Contractors shall raise specific questions regarding their roles and responsibilities during the bidding period. Owner and CM will not be responsible for any liabilities caused by the contractor's negligence to do so.

3.3 SCHEDULING AND PHASING:

- a) SCHEDULE DEVELOPMENT:

- i) A Project Master Schedule encompassing all activities of all trades, CM, and Owner shall be developed in conjunction with the Prime Contractors and shall be as generally illustrated in the Project Schedule included in the Bidding Documents. The Schedule will be updated as required by the Prime Contractors for their associated work as required on a monthly basis and shall be coordinated with the CM to update the Master Schedule accordingly. The schedule updates shall be in accordance with specification section 013200 Construction Progress Documentation.
- ii) All contractors will be required to collaborate with the CM in developing and maintaining the Master Schedule. Contractors will provide schedule information in a timely manner so that the work of other trades can progress without delay or interruption.
- iii) In addition to the Master Schedule, Prime contractors will also be responsible to develop and maintain any supplemental schedules as needed to perform The Work.
- iv) Schedules shall be issued to the CM in both paper copy and electronic media by the Prime Contractors for use by the CM in maintaining the Master Schedule. Electronic media schedules shall be prepared in Microsoft Project (latest edition) format or other media as approved by the CM.

b) SCHEDULE EXECUTION

- i) All Contractors shall refer to Milestone Schedule contained within Specification Section 003000 Instructions to Bidders.
- ii) Neither the Construction Manager nor the Owner is responsible for assumptions made by the Contractor. The Construction Manager has the right to act on behalf of the owner to adjust and / or change the start or completion dates as required.
- iii) All contractors are required to include expediting of all submittals, material orders and fabrication along with providing multiple crews, increased manpower, premium time/shift time work, and multiple mobilizations as required to complete the project within the specified time period.
- iv) Contractors may proceed at their own risk to prepare shop drawings and submittals prior to issuance of notice to proceed and execution of contracts as a means of expediting the Work.
- v) Expedited schedule shall in no way relieve the Prime Contractors from performing the work within the standard of quality and performance outlined within the Project Manual, Drawings, and other Project Documents.
- vi) Contractor shall include all material and labor escalation costs necessary to complete the Work in accordance with the project schedule.
- vii) Contractors shall also take into account that certain portions of the work may be sequenced differently than what they would expect for a project of this type. Contractors may, therefore, be required to work in completed areas and around completed installations which may limit their access to the Work. Contractors shall examine the milestone schedules referenced in this document and include provisions in their bid for out-of-sequence work.
- viii) Specific schedule requirements of this project are as follows:

(1) See schedule included in the Bidding Documents.

c) PHASING:

- i) Project may be completed in multiple phases as indicated in the schedule.

3.4 PROJECT MANAGEMENT

a) Supervision

- i) Each Prime contractor shall have a designated supervisor or foreman who will represent the Prime Contractor on-site while all work is being performed.
- ii) Each Prime Contractor's supervisor shall coordinate their responsibility to insure that the work progresses according to the project schedule and is completed in conformance to the Project Documents.

b) Meetings

- i) All contractors shall be responsible to attend a minimum of (1) weekly coordination meeting with the CM.
- ii) Contractors may also be responsible to attend other meetings - both scheduled and impromptu – as required by the CM.
- iii) Contractors shall be properly represented at all meetings. This includes having at least one responsible party with the capacity to make decisions on behalf of the represented company in attendance.

c) Coordination

- i) Each contractor shall be held responsible to provide their own coordination of duties with other contractors on the job. Independent duties defined within the Work Scopes shall not relieve contractors from providing coordination.
- ii) Coordination efforts among the contractors shall facilitate the necessary sequencing, fitting, quality, and scope of the Work to produce a complete and functional facility as outlined in the Project Documents.

d) Layout

- i) Each contractor shall be responsible to provide the necessary layout and field measurements required to complete their work.
- ii) Contractors are encouraged to not rely solely upon the layout of other trades for the placement of their own installations.
- iii) All dimensions showed or implied on the drawings are to be field verified by each contractor performing the work.

e) Site Security

- i) Security Guard will NOT be provided by the Owner
- ii) Each contractor is responsible to secure their own materials and equipment until permanently installed.

3.5 SHOP DRAWINGS MOCK-UPS, AND SUBMITTALS

a) **Shop Drawings**

- i) Refer to specification section 013300 and individual trade specifications for specific requirements regarding Shop Drawings.
- ii) Architect shall supply Electronic Backgrounds free of charge at contractor's request provided that the necessary waivers are signed per the subcontract documents.
- iii) Each contractor responsible for producing shop drawings required to complete The Work as defined by respective Work Scopes.
- iv) MEP coordination drawings will be provided by the HVAC Contractor. All trades are expected to participate and cooperate with the HVAC contractor in preparing this coordination document.
- v) Shop drawings shall be submitted in PDF format via the Project Management internet based software system used on the Project.

- b) **Mock-ups** - In addition to the requirements of the project documents, contractors shall provide in-situ mock-ups of permanent installations as requested by the Owner at no cost. Refer to individual specification sections for specific mock-up requirements for each trade to be included in each respective work scope.

c) **Submittals**

- i) Refer to specification section 013300 and individual trade specifications for requirements regarding Submittals
- ii) Each contractor is responsible for producing all submittals as required to complete the Work as defined by respective Work Scopes in PDF format via the Project Management internet based software system used on the Project.

3.6 SAFETY

- a) The safety of the client, its occupants, users and the general public are of the utmost importance. Special and extraordinary performance requirements shall be required of each contractor, their subcontractors and suppliers to assure this safety. In so far as possible, It is the desire of the Owner, Architect, and Construction Manager to segregate the construction activities from the Owner and their users and to minimize the disruption of activities. The Owner reserves the right to immediately terminate, implement or correct any deficiency of the following noted requirements and deduct the cost of this work from any monies due to each Contractor.

- b) As stated in the Cordogan Clark Contractor Policy: “CCCS. [and the Owner] will not place itself in the role of evaluating the Contractors Safety Program for compliance with government or agency regulations. Neither will CCCS monitor Contractor’s performance on the work site for compliance with its own manual.” (bracketed information added)
- c) Contractors shall refer and adhere to Specification Section 005000 Supplementary General Conditions for specific requirements regarding safety.
- d) Each contractor is responsible to provide, monitor and enforce their own compliant and effective safety program.
- e) Each contractor shall provide a site-specific safety plan to the CM for the purposes of coordination only.

3.7 SITE LOGISTICS AND MOBILIZATION:

a) STAGING:

- i) Contractors shall place materials and equipment on site in a manner and at locations that do not impede the progress of the work. CM may require contractors to relocate materials and equipment staged on-site if needed to maintain schedules and provide a functioning work environment for the other trades.
- ii) Each contractor is responsible to provide safe and efficient traffic control for all of their own and subcontracted manpower, deliveries and vehicles entering and leaving the site. Each contractor shall also provide all safety measures required in the contract documents related to traffic control including flagmen and barricades except as specifically noted within other work scopes.

b) ACCESS

- i) Each contractor will be responsible to provide their own access to the project area including scaffolds and lifts unless specifically noted otherwise in the project documents.
- ii) Each contractor shall be responsible to maintain all common access points, drives and areas to be free of debris and useable by all workmen and equipment on the site.
- iii) Unless noted otherwise, Contractors may use existing driveways to access the staging areas and building entries to the project site(s). Refer to any site logistics plans in the Bidding Documents.
- iv) Unless noted otherwise, Contractors may utilize multiple means of conveying materials in and out of the project area with permission from the CM including:
 - (1) Exterior Windows – Remove and reinstall exterior windows as needed to convey materials into each project area. Provide protection of exterior and window finishes while conveying materials. Insure that removal and replacement of windows does not void any warranties or prevent window from functioning properly.

- (2) Scheduled Openings – Scheduled openings in the building exterior walls may also be used provided that building enclosure can be achieved in a timely fashion.
- (3) Exterior grade – Contractors may approach the building exterior from the existing grade provided that they furnish the proper protection of pavements, landscaping, and other finished installations provided there is NO disruption to existing building access or egress. Any damages shall be repaired and finished areas restored to their original state by the contractor performing the work.

c) STORAGE AND HANDLING OF MATERIALS:

- i) Each contractor shall be individually responsible to protect materials utilized in completing the Work until they are permanently installed.
- ii) Delivery of materials
 - (1) All hoisting, lifting, cranes and other methods of material conveyance shall be provided by the individual contractor performing the work.
 - (2) Methods of material conveyance shall be coordinated with the CM.
- iii) Provide any temporary protective planking and / or structural shoring as may be required for any areas, which are intended for erection, sorting, or accepting delivery of materials.
- iv) Use of elevators will NOT be permitted, unless noted otherwise.
- v) Storage of materials:
 - (1) Store materials on-site at the direction of the CM.
 - (2) Protect all materials from the elements, theft and breakage.
 - (3) Storage or staging of material and equipment is prohibited outside of the project area.
- vi) Handling of Materials provided by others
 - (1) Each contractor shall be responsible to schedule the delivery of materials provided by others and installed under their contract.
 - (2) These materials shall be received, unloaded, inventoried, staged, and protected by the installing contractor until they are permanently installed.
 - (3) Installing contractor will be held responsible for shortages of material not inventoried and documented upon delivery.

d) TEMPORARY CONSTRUCTION

- i) General:
 - (1) Information contained in this work scope shall be considered supplemental to specific requirements noted within Specification Sections 005000 and 015000 regarding temporary construction.

- (2) Temporary construction shall remain in-place only as long as needed to complete The Work.
- (3) Contractors may be required to remove and reinstall temporary construction multiple times as needed without additional compensation in order to facilitate the progress of the work and to allow the Owner to utilize the facility.

ii) Jobsite Offices

- (1) Each Prime Contractor will be responsible to make provisions for their jobsite office as coordinated and allowed by the CM.
- (2) Phone, Fax, Computer lines and any other utilities serving these offices shall be the responsibility of each Prime Contractor.
- (3) Jobsite offices may not necessarily be adjacent to the project area(s). Each Prime Contractor shall provide the necessary measures to insure safe passage of materials, equipment, and manpower between the Jobsite Office and the Project Area.
- (4) All other necessary Jobsite Office appointments, equipment, services, expendable equipment, and staff shall be provided by each Prime Contractor
- (5) Return Jobsite Office area to its original or better condition when the Work is completed.

iii) Utilities within the project area (other than the Jobsite Office)

- (1) Lights / Power – Utility consumption costs will be paid for by the Owner – each contractor shall use temporary or permanent circuits, lighting, receptacles and panels as provided by the site electrician. Each contractor shall provide additional power cabling, generators, temporary lights and other measures where existing building systems are deficient.
- (2) Water-Utility consumption costs will be paid for by the Owner. Extension of water lines to work sites, hoses, vacuum breakers, and other devices and equipment will be provided by each contractor as needed to facilitate the Work.
- (3) Drinking Water – Each Contractor will pay for drinking water used from drinking fountains which he has made accessible to the tradesmen. All other drinking water will be provided by each Prime Contractor.

iv) Sanitary Facilities

- (1) The Owner will NOT allow use of permanent toilet rooms for workers on the jobsite, unless noted otherwise.
- (2) Temporary toilets for the project as required by the designated Prime Contractor or CM.

v) Barricades and Enclosures

- (1) Each contractor shall be required to provide barricades and enclosures as needed to complete their work and maintain weathertightness and security of the building

- (2) All work outside the construction fence i.e., Site utilities and paving shall be enclosed with a temporary plastic orange safety fence (or approved equal) provided by the contractor performing the Work.
- vi) Temporary Signage – Project sign shall be purchased and paid for by the CM along with all other on-site way-finding and convenience signage and regulatory signage.
- e) **WORK IN AND ADJACENT TO OCCUPIED AREAS**
 - i) Contractor is hereby made aware that adjacent areas are currently occupied. All contractors shall exercise extreme caution when working adjacent to properties and intervening utility easements. Contractors shall not be allowed to enter adjacent properties or related utility easements without express written permission from the CM.
 - ii) Public Right of Way, parking and drives shall be maintained and kept clear of all obstructions by all contractors at all times.
 - iii) Each contractor shall maintain all fire and emergency exits and access points throughout the building and the site as required by the local Fire Marshall.

3.8 PROVISIONS FOR FIELD WORK

- a) **Clean-up**
 - i) Clean-up shall be performed by all contractors according to Specification Section 005000 Supplementary Conditions, 017300 Execution Requirements and other references in the project documents.
 - ii) In the event that trade contractors are not providing clean-up in a timely fashion, CM reserves the right to provide clean-up as needed to maintain progress of the Work and a safe and efficient work environment. CM will charge the responsible contractors with the appropriate costs related to clean-up performed on their behalf.
 - iii) Clean-up by all contractors extends to maintaining of all streets, parking areas and public right-of-ways along with required street sweeping.
 - iv) Except as noted herein, dumpsters required for debris removal will be provided and paid for by the CM. Contractors shall show consideration to the CM by utilizing the most efficient means possible to fill and replace dumpsters.
 - v) In addition to requirements of Specification Section 017419, all contractors shall comply with Owner's recycling plan. Contractors will be required to separate debris into respective recycling bins and provide documentation per the Owner's direction.
 - vi) Final Cleaning shall be provided by the CM.
- b) **Conduct**
 - i) All contractors shall conduct themselves in an appropriate manner as defined by the CM.

- ii) Excessive use of obscene, offensive, and inappropriate language, gestures, or other actions is prohibited.
- iii) Distribution or display of suggestive, inappropriate, or otherwise offensive materials will not be permitted.
- iv) Tradesmen who do not comply to the above measures of conduct will be required to leave the jobsite for a period of time specified by the CM

3.9 TESTING, PERMITS AND INSPECTIONS

a) Testing

- i) Testing will be paid for by the owner and scheduled / coordinated by each contractor performing the work.
- ii) Each contractor shall be responsible to fully cooperate with all testing agencies and shall provide all necessary field labor, equipment, and materials necessary to complete each test.
- iii) Provide a minimum 24 hr. notice of all scheduled tests to the CM and respective contractors involved.

b) Inspections:

- i) Each contractor is responsible to arrange for their own inspections as required
- ii) Each contractor to coordinate these inspections with the CM
- iii) Each contractor will pay for inspection and reinspection fees (over and above those covered under the General Building Permit).
- iv) Each contractor will provide documentation and tests required by permit inspectors to approve the work.
- v) Provide a minimum 24 hr. notice of all scheduled inspections to the CM and respective contractors involved.

c) Permits:

- i) All permits required by any Governing Authorities shall be obtained by the CM.
- ii) Any additional or special permits required shall be obtained and paid for by each Contractor requiring the permit.
- iii) Contractors may be required to assist the CM and Owner in the supply and preparation of permit submittals.
- iv) Special fees required for the inspection of Plumbing, Heating, Ventilating, and Electrical installations will be paid by the respective contractor for those branches of work.

- v) Each contractor will pay for permit fees (over and above those covered under the General Building permit).

3.10 PROJECT CLOSEOUT

- a) Refer to Specification Sections 005000 017700, 017823, 017839, and 017900 and other project documents for specific information regarding Project Closeout.

3.11 MISCELLANEOUS PROVISIONS

- a) All work shall comply with proper trade jurisdictions. Contractors shall provide composite crews if necessary to complete the work.
- b) Each contractor shall be responsible for firesafing their own penetrations passing through fire rated assemblies, structures and walls.
- c) Contractors shall verify elevations, overhead spaces, and shared spaces for scope of work with respect to other Contractors' Work Scopes. Contractors shall notify Architect during bidding of any discrepancies or conflicts. Contractor shall include cost to reroute or revise scope of work as needed to accommodate the installations of other contractors.

Kendall County HVAC Renovations

Animal Control & Public Safety Center

802 West John Street & 1102 Cornell Ln., Yorkville IL 60560

Job#: 241023



BP#01:HVAC Renovations		< Company >	
		<Contact >	
		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
Project Information			
1	Project Address: 802 West John Street & 1102 Cornell Ln., Yorkville, IL 60560		
2	Insurance: Include General Liability Insurance		
3	Exclude All Sales Taxes		
4	Bid valid through/for: 90 days		
5	Start Date: 07/18/24 Animal Control Substantial Completion Date: 09/18/24 Public Safety Substantial Completion: 11/15/24		
6	Must be in full compliance regarding prevailing wage.		
7	Must Provide a Payment and Performance Bond		
Safety and Quality Control			
8	Provide Job Site Specific Safety and Quality Plan relating to scope of work for review and approval by Cordogan Clark prior to mobilization. Subcontractor is to submit within five (5) days of contract award.		
9	Contractor shall, at own expense, comply with all OSHA, local, state and specified safety, health and hazard requirements not only for their employees, but for all who will or may be exposed.		
10	Provide onsite quality control and competent safety supervisor.		
11	Submit accident reports to Cordogan Clark within 24 hours of any accident onsite and provide safety meeting reports on a weekly basis for Cordogan Clark to review.		
12	Prior to the commencement of work, provide MSDS sheets for all material used on the job. Both hard copy and digital. Subcontractor will maintain a current log at the job site and provide updated copies to Cordogan Clark as changes or additions are made.		
13	To promote safety awareness on our jobsites, Subcontractor will be asked to participate in a Site-Wide Safety Walk-Through, Weekly Safety Status Meetings.		
14	Insurance requirements necessary to complete installations have been reviewed and are included in Base Bid. A Certificate of Insurance must be issued to Cordogan Clark prior to the commencement of any work at the site.		
15	Required Paperwork a) Weekly toolbox safety talks are required b) Time and Material tickets signed daily by Cordogan Clark Superintendent for all extras c) MSDS and Hazard Communication Program on record in Cordogan Clark Superintendent d) Job Specific Safety & Quality Plan e) Up-to-Date Certificate of Insurance f) Competent Person, named on Safety Plan, with OSHA 10 Hour Training g) Report all injuries and submit an accident report the day of the incident h) Crane inspection report daily, if applicable i) Pretask Plan Review J) Project phase schedule including submittals, lead time items, and manpower.		
16	The subcontractor's PM, superintendent, and project foreman that will be working on the project for the duration, will participate in Preinstallation Meetings, and Weekly Construction Progress and Safety meetings with Cordogan Clark. Attendance is mandatory for at least one company representative and required for coordinating the work with other trades. Other meetings, as directed by Construction Manager, may be required.		
17	Subcontractor will be involved with Cordogan Clark's Quality Reviews and Construction Progress reviews.		
18	Subcontractor will review and take action on Quality issues brought up by Cordogan Clark, Owner, Architect, and Engineer to comply with the Contract Documents and proper installation. These will be addressed in a timely manner.		
19	Subcontractor will participate and complete an Above Ceiling, Below Ceiling and Pre-Punch List before formal punch list review is completed by the Engineer/Architect.		
20	Pre-Punch List, as well as Formal Punch List work, is included in Base Bid.		
General Scope Items			

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		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
21	The Cordogan Clark Standard Subcontract Agreement has been reviewed and will be accepted in it entirety without any changes upon award.		
22	Subcontractor to provide minimum prevailing wage labor to complete scope of work with corresponding certified payroll.		
23	Subcontractor to include full time supervision for the entirety of scope of work		
24	Subcontractor responsible to complete all the necessary drawings, permit application forms as required by the City or Village		
25	Subcontractor to provide all licenses, business and bond fees as required for their scope of work as required by the City or Village		
26	All plan review and inspection fees for your work will be included.		
27	Subcontractor is responsible for scheduling any and all testing required and is included in base bid. Additionally, it is the responsible of the subcontractor to schedule and coordinate all required inspections associated with their scope of work. Contractor to arrange, schedule, and be present for all necessary inspections pertaining to their trade.		
28	Subcontractor will designate a company representative who will attend all coordination meetings, and prepare fully coordinated shop drawings. All cost for engineering, AutoCAD drafting and plan reproduction will be included in base bid.		
29	All Drawings & As-Built to be based off of the latest version of AutoCAD or Revit		
30	Each contractor has the responsibility to immediately examine the contract documents for errors, inconsistencies or omissions. Any such errors, inconsistencies or omissions shall immediately be brought to the attention of Cordogan Clark prior to contract being issued.		
31	Each subcontractor has the responsibility to field measure and verify each location for installed work before ordering their material or equipment. If the subcontractor does not field measure for their work, there shall not be any additional costs to Cordogan Clark or to the owner if the material or equipment installation does not fit or is not acceptable to the owner, architect, or contractor.		
32	Subcontractor has reviewed the schedules and associated cut sheets and has included all required costs in this bid for receiving, handling, rough-in, and installation of the equipment that pertains to your trade insuring that they will be on-site within schedule.		
33	Submittal Log must be submitted within 5 business days of subcontract award for Cordogan Clark review. Reference your trade item specific specification sections along with Section 013300. Upon approval of the submittal log, an updated log must be sent to Cordogan Clark every Monday until all submittals are approved. Failure to submit an updated log will result in that month's payment being rejected. Submittal log must include submittal due date, fabrication time, and delivery to site.		
34	Contractor must use "Autodesk Build" for documentation distribution on this project.		
35	Testing & Inspection Log must be submitted within 10 business days of subcontract award for Cordogan Clark review. Reference your trade item specific specifications for requirements. Upon approval of the testing & inspection log, an updated log must be submitted to Cordogan Clark with each monthly pay application. Failure to submit an updated log will result in that month's payment being rejected.		
36	A detailed schedule of values must be submitted within 10 business days of contractor award on an AIA Document G703. Schedule of values breakdown must be approved by Cordogan Clark's Project Manager prior to first draw acceptance.		
37	Subcontract Affidavit Requirements must be fulfilled for monthly pay applications.		
38	All second tier subcontractors must be identified within 10 days of contractor award. Lien waivers must be provided for each payment request, otherwise this will result in monthly payment being rejected.		
39	Subcontractor will complete the Cordogan Clark labor rate sheet for the current year prior to a contract being awarded to your company		
40	Labor rate escalation will be included with your bid for the duration of the job		
41	Change Order Analysis cover sheet will be utilized & submitted by the Subcontractor for all change orders and pricing requests. Change orders must include material and labor take-off breakdowns that can be easily understood by Cordogan Clark's PM and the owner. Failure to provide this detail will result in Cordogan Clark rejecting the change order request.		

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BP#01:HVAC Renovations		< Company >	
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		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
42	Pending Change Request Log must be submitted with each monthly pay application indicating outstanding CO's and their value to Cordogan Clark's PM. Failure to submit this log will result in that month's payment being rejected.		
43	Submit all as-builts and close-out documents prior to substantial completion date		
44	Supply O&M manuals and owner training session as required.		
45	Subcontractor is responsible for attending a pre-bid walk prior to submitting bid? No extras or change orders will be given for not incorporating existing conditions and dimensions into your work. Any changes to existing conditions are to be included in your base bid.		
46	All Material Free On Board (FOB) to the job site		
47	Subcontractor's project foreman must have a smart phone and/or a tablet device with stand alone internet capabilities, not reliant on Wi-Fi. The smart phone and tablet must be in the foreman's possession at all times until project completion to assist in better communication between the field and office.		
48	Extreme caution is to be used at all times when working on a project site. Proper PPE must be worn.		
49	Subcontractors are only permitted to deliver the materials they can install in one weeks time unless noted otherwise or provisions are made and approved by the CM. All major deliveries are to be pre-coordinated with CM team.		
50	Subcontractor will be responsible for attending the following meetings: weekly project coordination meeting, project specific pretask plan.		
51	Mark up on change orders limited to amounts established in project specifications. Provide detailed backup with each change order request.		
52	Bidder acknowledges certain portions of the work will be completed in phases and/or require multiple mobilizations and agrees all costs have been included in base bid. Phasing per plans and schedule.		
53	Close out documents must be submitted and approved prior to submission of 50% subcontractor billing.		
54	Subcontractor and employees will not smoke within building and only in designated areas.		
55	Provide temporary protection of own work and safety requirements.		
56	Provide all submittals in PDF format. All submittals will be submitted to Cordogan Clark no later than 30 calendar days from issuance of contract.		
57	Subcontractor is aware of limited site availability for storage, lifts, trucks, etc. All costs associated with site conditions pertaining to your phase are included in this subcontract. Site logistics must be coordinated and approved by the Construction Manager.		
58	All survey and layout associated with this scope of work has been considered and is included in the base bid. Layout work to proceed as required to maintain the progress of the job in accordance with the contractor schedule. Control points and benchmarks to be provided/established by Cordogan Clark.		
59	Streets, sidewalks, and roadways will be kept free of debris and waste material resulting from subcontractor's operations. Periodic street cleaning will be required. All required flagmen, safety, barricade, temporary enclosures, etc. required for proper completion of this subcontractor's work is included in this subcontract.		
60	Subcontractors will be required to provide scanning, coring, saw cutting, and disposal for their own work. Holes not utilized must be filled in by the subcontractor with concrete or UL approved fire stopping system. Shop drawings for the Structural Engineer's review will be required prior to cutting and coring.		
61	When penetrating or removing floor and roof decks or wall penetrations, provide a catch deck or an additional worker to prevent material from falling and injuring others.		
62	Subcontractor will furnish, install, certify, and label fire caulking & fire stopping systems for penetrations installed by this subcontractor, per local code and/or AHJ.		
63	Subcontractor to provide all daily clean up of all construction debris generated from their scope of work, their workmen, or site conditions. All clean up associated with this scope of work will be brought to a gondola/dumpster provided by Cordogan Clark, on a daily basis.		

Kendall County HVAC Renovations

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BP#01:HVAC Renovations		< Company >	
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		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
64	Cordogan Clark will be implementing a "NOTHING HITS THE FLOOR" program on this project, which includes the following: 1. Cordogan Clark Superintendent work with subcontractors to minimize staging of materials on site. 2. Any materials staged on site must be on a mobile platform or carts. Any material staged on site without a mobile platform or cart will be removed at the subcontractors expense. 3. All trades are required to put scrap and debris directly into a portable trash container. Laborers will empty the trash containers daily. (This pertains to general refuse, demolition material is the subcontractors responsibility) 4. Any debris found on the floor in subcontractors work area, at the end of the day, will be photographed and picked up at the subcontractors expense.		
65	Subcontractor shall support his work independently from structure above and not from other trades' work.		
66	Contractor to schedule and be present for all necessary inspections.		
67	Subcontractor is responsible to coordinate the installation of his work with other trades.		
68	Provide labor rate sheet with overtime rates included. Davis Bacon minimum requirements.		
69	<u>NO</u> substitutions of materials, manufacturers, or specified installation methods are acceptable unless prior approved. Approval must be agreed to prior to submittal issuance. Confirm any substitutions from project drawings or specifications that have been made.		
70	Conflict between drawings and specifications, whichever is greater cost takes priority.		
71	Warranties as required per project specifications. Warranty to start from the date of project substantial completion as established by the Owner, Architect, and Construction Manager.		
72	Provide all inspections, licenses, bonds, tests, fees, permits, and procurement required by the contract documents and governing authorities of this work.		
73	Subcontractor to include overtime or standby work that may be required for inspections and to maintain schedule.		
74	Subcontractor to waterproof, fire safe, and seal all owned penetrations in floor, wall, or ceiling.		
75	Subcontractor understands and accepts that any interaction (both verbal and nonverbal) with the residents, pedestrians, etc. which is deemed inappropriate, offensive, lewd, vulgar, etc. is unacceptable. The occurrence of such interaction will result in the immediate dismissal of the offending party with this dismissal being at the sole discretion of the Construction Manager.		
76	No alcohol, illegal drugs, or firearms allowed on site or in employee vehicles.		
77	All unloading, rigging, distribution, plant and equipment, scaffolding, staging, temporary protection, small tools, and everything necessary to perform the work is accounted for in subcontract.		
78	For items under this contract, provide touch-up and/or replacement of damaged materials prior to owner acceptance of areas, if damaged materials are caused by this subcontractor. Subcontractor agrees to repair any utilities, sidewalks, park ways, medians, streets, etc., that are damaged due to this subcontractor's negligence.		
79	Subcontractor is responsible for protecting all construction materials and equipment stored at the site or off the site from weather or any other conditions. Any damaged or broken work in place prior to final acceptance shall be repaired and replaced by the subcontractor, if damaged materials are caused by this subcontractor. Subcontractor will protect existing work in place while performing his work. Any work performed by others that is damaged by this subcontractor or his agents shall be the responsibility of the subcontractor to replace at no additional cost to the owner.		
80	Material deliveries must be scheduled and coordinated with the Construction Manager. Forty Eight (48) hours notice prior to all deliveries is required.		
81	Overhead and fee is not allowed on premium work performed directly for the Construction Manager.		
82	Overhead and fee is not allowed on work performed directly for the Construction Manager as an internal change order.		
83	Understanding that the jobsite is not a perfect situation and minor adjustments may be required in order to complete the work at no additional cost.		

Kendall County HVAC Renovations

Animal Control & Public Safety Center

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BP#01:HVAC Renovations		< Company >	
		<Contact >	
		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
84	All contractors are responsible for and required to secure and protect their work tools, equipment, and materials on a daily basis.		
85	Extra work tickets shall be submitted to the Construction Manager's superintendent for signed approval within no less than eighteen (18) hours of the conclusion of said work which include but are not limited to area(s) worked in, nature of work performed, and the names of each of the workers performing said work. Change order requests for extra work tickets not signed by the Construction Manager's superintendent will not be accepted. Daily hourly tickets must be verified by the Construction Manager each day.		
86	The subcontractor shall examine the substrate prior to installation and shall not proceed if the substrate is not to the established requirements. Proceeding with work implied acceptance of the substrate and the subcontractor will not be reimbursed for cost and/or time associated with removing work installed on substrates unacceptable to the subcontractor.		
87	Use specified products and manufacturers, include delivery charges		
88	Subcontractor to provide all traffic control and safety precautions for own work.		
89	General Trades contractor is responsible to provide and maintain porta-johns, dumpsters, and site fencing on site. General Trades contractor is also responsible for temporary heat, if required.		
90	Subcontractor to handle all material, equipment, and onsite storage and coordinate with Construction Manager regarding site logistics.		
Schedule Requirements			
91	Project Mile Stone Dates have been reviewed. All labor and material escalation considerations have been included as part of the base bid noted above.		
92	Your Site Logistics Plan will be reviewed with the CM and any special considerations shall be included in your bid.		
93	Mobilizations and phasing as required by the project schedule are in included in the base bid.		
94	Subcontractor will be responsible for the detailed scheduling and phasing of its work, including provisions for adequate manpower, as required by the overall project schedule, coordination with preceding or subsequent trades, and other field conditions, unless otherwise directed by the Contractor. The effects of improper coordination by this Subcontractor with the other trades shall not be a cause for delay or loss of productivity claims by this Subcontractor.		
94	Subcontractor will guarantee the man power to complete the job per Cordogan Clark's schedule, or work overtime if you fall behind the schedule at no additional cost to Cordogan Clark or Owner		
95	Project Milestone Dates: -Pre Bid Meeting: 6/25/24 -Bid Opening 7/2/24 -Award 7/11/24 -Start Construction: 7/18/24 -Animal Control Substantial Completion: 9/18/24 -Public Safety Substantial Completion: 11/15/24		
Scope of Work - Trade Specific		Inc.: Y / N	Cost
PLANS, SPECIFICATION AND BID DOCUMENTS			
96	Plans, Specifications and Bid Documents have been reviewed and included. Bid Set Dated 06/20/24		
97	"Provide" shall mean to "Furnish and Install" throughout this scope of work		
DEMOLITIONS SCOPE:			
98	Carefully remove and salvage ceiling components as required to install new dehumidification system 1-M1.0		
99	Return ceiling back to condition prior to removal upon completing dehumidification system insulation 2-M1.0		
100	Contractor shall be responsible to repair any and all damage to the ceiling that occurs due to removal or reinstallation of ceiling components at no additional cost to the owner 3-M1.0		
101	Unless otherwise noted on the architectural, drawings, contractor shall cut, patch, and match existing building construction to remove and install work as required		

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BP#01:HVAC Renovations		< Company >	
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		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
102	Demo all areas/equipment indicated		
103	Provide all demolitions as shown, including but not limited to walls, floors, ceilings, windows, cabinets, counter tops, electrical, lighting, HVAC, alarms, low voltage, pipes/conduits/utilities etc.		
104	Salvage mechanical diffusers/lighting/alarms/devices for re-use. Store as necessary.		
105	Provide protection of existing conditions to remain.		
106	Provide daily clean up		
107	Provide Dumpsters		
ELECTRICAL SCOPE:			
108	Locate, identify, disconnect, and seal or cap utility services, mechanical systems, and electrical systems serving areas to be selectively demolished		
109	This contractor is responsible for "making safe" electrical work for demolition by others. De-energize, disconnect, and clearly mark electrical fixtures or systems to be discarded with a green spray-painted "X" once they have been "made safe". Clearly mark systems to remain with red danger tape		
110	Light fixture removal per general trades disconnect by electrician.		
111	Provide single 120volt 20amp at each new dehumidifier/uv light location for compliant hookup via cord and plug. provide compliant 20amp branch circuit from existing load center p1 from circuit assignment indicated. coordinate cord location prior to rough in.		
112	Provide single 120 volt 20amp at each new dehumidifier/uv light location for complaint hookup via cord and plug. Remove plug and provide hard wired connection with switch		
113	Provide (3) new 20amp 1-pole circuit breakers 10aic rating for existing load center - "P1" to accommodate new branch circuits. Provide type written circuit directory for existing load center		
114	All work shall comply with adopted NEC 2017 edition and local amendments		
115	Minimum new circuit wiring shall consist of 2#11, 1#12G, 1/2"C. Where Home runs exceed 75' or continuous load exceeds 65% of circuit rating, minimum circuit size shall consist of 2#10G, 1/2"C. All new circuits shall include continuous equipment grounding conductor.		
116	Provide all switches		
117	Rework existing fire alarms as required		
118	Provide all electrical hookups for mechanical devices		
119	Remove abandoned wiring completely		
120	Remove electrical equipment including but not limited to junction boxes, receptacles, switches, devices etc.		
121	All conduit, boxes, wiring, and switches to the lighting zones shown		
122	All saw cutting, sleeves, and coring in order to complete this Subcontractors scope of work.		
123	Coordinate with CR and ADA door operators		
124	Include fire caulking of your penetrations		
125	Grouting of your equipment bases		
126	Provide all testing, balancing, reports, commissioning as required.		
127	Provide in person owner training. All training to be recorded and submitted in a digital format.		
HVAC SCOPE:			
128	Connect to the existing system and re-insulate as required.		
129	Prior to installation, provide a test report on each split system		
130	Route 1" condensate to existing drain.		
131	Route 1" condensate to building exterior. terminate with downward turned elbow. provide concrete splash block.		
132	Furnace fan to operate continuously.		
133	All mechanical work shall be executed in strict accordance with federal, state, and local codes, left in perfect operating condition. accepted by the architect and		
134	Contractor shall consult and check at all times the latest architectural, electrical, plumbing and exact location of each diffuser, register, grille, louver, duct equipment drawings for and equipment.		

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BP#01:HVAC Renovations		< Company >	
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		< Phone# >	
		< Email >	
Scope of Work - General		Inc.: Y / N	Cost
135	After completion of the project, submit three sets of "as built", shop drawings and all manufacturer's warranties, guarantees, and instructions of all installed systems and equipment properly bound and labeled for this project. Provide service contact information and a warranty letter from the mechanical installer on the cover sheets of the manuals.		
136	Contractor shall provide all supply/return/exhaust diffusers and grilles with volume dampers at branch take-off		
137	Providing balancing dampers at duct branch take-offs as required for system balancing		
138	Documents do not necessarily show every, offset, fitting, valve etc.		
139	Unless otherwise noted on the architectural, drawings, contractor shall cut, patch, and match existing building construction to remove and install work as required		
140	Contractor shall disinfect new fixtures		
141	Contractor shall provide surface mount controls and train owner on its use		
142	Insulation to include integral vapor barrier		
143	Contractor shall not route ductwork over electrical panels		
144	The contractor shall route all ductwork tight to structure above in exposed ceilings.		
145	Contractor shall provide fire caulk around all pipes and ductwork at all wall penetrations		
146	Contractor to Provide test and balance report		
General Conditions			
147	General Labor for daily cleaning as required		
148	Provide Dumpsters for the duration of the project - to be used by all trades		
149	All layout/Survey is included.		
150	Daily and Final Cleaning included		
151	As-Built Drawings of all work is included		
152	Close-out, Testing, Commissioning of all existing systems after work has completed is included.		
152	Coordinate all work with Kendall County and Cordogan Clark as required		
153	A total 10% markup on any change orders.		
Hoisting		Inc.: Y / N	Cost
Allowances		Inc.: Y / N	Cost
Alternates		Inc.: Y / N	Cost
Exclusions		Inc.: Y / N	Cost
Wage Rates (Attach or Fill out)		Inc.: Y / N	Cost

A/E/CM Signature

DATE

CONTRACTOR Signature

DATE

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for unit prices.
- B. See Division 1 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.

1.2 DEFINITIONS

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A list of unit prices is included in Form of Proposal Section 004000. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. See Bid Form 004000 for unit prices.

END OF SECTION 012200

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than ten days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Reviewed Applications for Payment shall be submitted to Architect no later than 5 business days before the end of the current period. The period covered by each Application for Payment is one month, ending on the last day of the month.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment and waivers of lien and similar attachments to Architect by a method ensuring receipt within 24 hours. One copy shall include Certified Payroll report(s) for the pay period.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

- F. **Waivers of Mechanic's Lien:** With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. **Current Waiver:** Submit a waiver for the full amount of the current Application for Payment.
 2. **Trailing Waivers:** Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 3. When an application shows completion of an item, submit final or full waivers.
 4. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 5. **Waiver Forms:** Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. **Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
- H. **Application for Payment at Substantial Completion:** After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. **Final Payment Application:** Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Interpretation (RFIs).
- B. See Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 2. Sheet Size: At least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
 3. Number of Copies: Submit electronically in PDF format.
 4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. LEED requirements.
 - l. Preparation of Record Documents.
 - m. Use of the premises and existing building
 - n. Work restrictions.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Construction waste management and recycling.
 - r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and priorities.
 - u. First aid.
 - v. Security.
 - w. Progress cleaning.
 - x. Working hours.
 3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule,

in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Status of correction of deficient items.
- 14) Field observations.
- 15) RFIs.
- 16) Status of proposal requests.
- 17) Pending changes.
- 18) Status of Change Orders.
- 19) Pending claims and disputes.
- 20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.6 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Form: Use the RFI Form included within the Exhibits. Submit RFI's electronically in PDF format.
1. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow five (5) working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five (5) days if Contractor disagrees with response.

- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at regular intervals to be determined at pre-construction meeting. Use CSI Log Form 13.2B.

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Submittals Schedule.
 - 3. Daily construction reports.
 - 4. Field condition reports.
- B. See Division 01 Section "Payment Procedures" for submitting the Schedule of Values.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
- E. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

- F. Major Area: A story of construction, a separate building, or a similar significant construction element.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three (3) copies of schedule for approval. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit electronically in PDF format initial schedule, large enough to show entire schedule for entire construction period.
 - 1. Submit an electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
- C. Daily Construction Reports: Submit electronically in PDF format at weekly intervals.
- D. Field Condition Reports: Submit electronically in PDF format at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
 4. Startup and Testing Time: Include not less than five (5) days for startup and testing.
 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 1. Phasing: Arrange list of activities on schedule by phase.
 2. Work under More Than One Contract: Include a separate activity for each contract.
 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 5. Work Stages: Indicate important stages of construction for each major portion of the Work.

- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within twenty (20) days of date established for commencement of the Work. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in ten (10) percent increments within time bar.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Equipment at Project site.
 - 3. Material deliveries.
 - 4. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Orders and requests of authorities having jurisdiction.
 - 9. Services connected and disconnected.
 - 10. Equipment or system tests and startups.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute electronically in PDF format copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule.
- C. See Division 01 Section "Quality Requirements" for submitting test and inspection reports.
- D. See Division 01 Section "Closeout Procedures" for submitting warranties.
- E. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- F. See Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- G. See Division 01 Section "Demonstration and Training" for submitting videotapes of demonstration of equipment and training of Owner's personnel.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Submit all submittals in PDF format electronically.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
 - 1. Transmittal Form: Submit a transmittal in pdf file with all submittals. For submittals that are required via hardcopy, Use AIA Document G810.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Approved" or "Approved As Noted" notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Reviewed As Noted" notation from Architect's action stamp taken by Architect.

1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request and upon receipt of a completed and signed Electronic Release of Liability Form, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Provided Cordogan, Clark & Associates, Inc. CCA exercises reasonable care in the electronic or disk transmission of data, information or documents to the above indicated receivee, the receivee shall be responsible for and solely bear all damages, losses or expenses it or Cordogan, Clark & Associates, its employees, officers and consultants incur as a result of:
 - a. Errors or defects introduced by such transmission
 - b. The Receivees' and its independent contractors' or agents' automated conversion or reformatting of the data, information or documents transmitted
 - c. Defects or errors in the Receivees' and its independent contractors' or agents' software or hardware utilized to receive, transmit, utilize, format or reproduce data, information or documents
 - 2. Provided Cordogan, Clark & Associates and its consultants have exercised reasonable care in the selection and operation of hardware and software for its computer aided design services, Cordogan, Clark & Associates shall not be responsible or liable for errors, defects, inexactitudes or anomalies in data, information of documents (including drawings and specifications) caused by:
 - a. Cordogan, Clark & Associates or its consultants' computer software or hardware defects or errors

- b. Cordogan, Clark & Associates consultants' electronic or disk transmittal of data, information or documents
 - c. Cordogan, Clark & Associates reformatting or automated conversion of data, information or documents electronically or disk transmitted from Cordogan, Clark & Associates' consultants to Cordogan, Clark & Associates.
- 3. Receivee waives all claims against Cordogan, Clark & Associates, its employees, officers and consultants for damages, losses or expenses it incurs arising from such defects or errors.
- 4. If as otherwise permitted by this Agreement, the Receivee shall electronically or by disk transmit data, information or documents (including drawings and specifications) to persons other than Cordogan, Clark & Associates, the Receivee shall be responsible for and solely bear all damages, losses or expenses arising from:
 - a. errors or defects introduced by such transmission
 - b. errors or defects introduced by such persons retransmission, automated conversion, reformatting, or reproduction of such data, information or documents
- 5. Receivee shall indemnify, defend and hold Cordogan, Clark & Associates and its consultants, together with their respective employees and officers, harmless from and against any claims, suits, demands, causes of action, losses, damages or expenses (including all attorneys' fees and litigation expenses) resulting or arising from errors of defects in data, information or documents, including drawings and specifications, caused or introduced by the Receivee (or its independent contractors and agents):
 - a. Provision or transmission of data, information or documents to Cordogan, Clark & Associates
 - b. Re-transmission, automated conversion, reformatting or reproduction of Cordogan, Clark & Associates created data, information or documents
 - c. Use of defective, erroneous or incompatible software or hardware.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Submit all submittals electronically.
- B. General: Prepare and submit Action Submittals required by individual Specification Sections.
- C. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:

- a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 4. Number of Copies: Submit electronically in PDF format. Mark up and retain one returned copy as a Project Record Document.
- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 24 by 36 inches (750 by 1000 mm).
 3. Number of Copies: Submit electronically in PDF format.
- E. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.

- c. Sample source.
 - d. Number and title of appropriate Specification Section.
- 3. Provide a scan and photos of the sample submitted and submit for tracking and record purposes.
- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one (1) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - b. Submit a scan and/or photos of the samples in PDF format at the time of initial submittal to the Architect for tracking and record keeping purposes. Architect may stamp and return scan in lieu or addition to returning actual sample(s).
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - b. Submit a scan and/or photos of the samples in PDF format at the time of initial submittal to the Architect for tracking and record keeping purposes. Architect may stamp and return scan in lieu or addition to returning actual sample(s).
- F. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 - 1. Number of Copies: Submit electronically in PDF format.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A.

- 1. Number of Copies: Submit electronically in PDF format.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

- 1. Number of Copies: Submit electronically in PDF format.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

- I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- K. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- M. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- O. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- Q. **Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- S. **Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- T. **Insurance Certificates and Bonds:** Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

- U. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

- 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

- 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

- 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. "Reviewed".

- 2. “Reviewed – Revise As Noted”
- 3. “Reviewed – Revise and Resubmit”
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. See Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Mockups: Not Required
- J. Laboratory Mockups: Not Required
- 1.6 QUALITY CONTROL
- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. **Testing Agency Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
- B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 8 feet (2.4 m) high, framed with four 2-by-4-inch (50-by-100-mm) rails, with preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart.
- D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- E. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- F. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 20 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water and private toilet.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F .
 - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.

- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

- 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures."
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
 - 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine in each field office.
 - b. Provide one telephone line(s) for Owner's use.
 - 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Engineers' offices.
 - g. Owner's office.

- h. Principal subcontractors' field and home offices.
- 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- 4. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

- 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
- 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

- 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
- 2. Recondition base after temporary use, including removing contaminated material, regrading, proof rolling, compacting, and testing.
- 3. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

- 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
- 2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Provide temporary parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

- 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- 2. Remove snow and ice as required to minimize accumulations.

F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

- 1. Identification Signs: Provide Project identification signs. Coordinate information with Architect and Owner.

2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.

2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use permanent HVAC system to control humidity.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

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JUNE 2024

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
- C. See Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.

5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.

6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within sixty (60) days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

EXECUTION (Not Used)

END OF SECTION 016000

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. See Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.

- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. **Installed Work:** Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. **Concealed Spaces:** Remove debris from concealed spaces before enclosing the space.
- F. **Exposed Surfaces in Finished Areas:** Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. **Waste Disposal:** Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. **During handling and installation,** clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. **Clean and provide maintenance on completed construction** as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

3.6 STARTING AND ADJUSTING

- A. **Start equipment and operating components** to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. **Adjust operating components** for proper operation without binding. Adjust equipment for proper operation.
- C. **Test each piece of equipment** to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. **Manufacturer's Field Service:** If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. **Provide final protection and maintain conditions** that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. **Comply with manufacturer's written instructions** for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. **Repair or remove and replace defective construction.** Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. See Divisions 2 through 42 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.2 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least ten (10) days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- B. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 1. N/A
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 QUALITY ASSURANCE

- A. Waste Management Conference: Conduct conference at Project site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

3.2 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- E. See Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
- F. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Before Final Payment is approved, the Contractor shall submit electronically in PDF format to the Architect including documentation as note in the following sections:
 - 1. Closeout Procedures
 - 2. Operation and Maintenance Data
 - 3. Project Record Documents

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy

of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit list electronically in PDF format. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Provide warranty documents electronically in PDF format.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - f. Sweep concrete floors broom clean in unoccupied spaces.
 - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - i. Remove labels that are not permanent.
 - j. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

- 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Replace parts subject to unusual operating conditions.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - o. Leave Project clean and ready for occupancy.
- C. Pest Control: Make a final inspection and rid Project of rodents, insects, and other pests.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Emergency manuals.
 - 2. Operation manuals for systems, subsystems, and equipment.
 - 3. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
- B. See Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

- A. Manual: Submit electronically in PDF format each manual in final form at least fifteen (15) days before final inspection. Architect will return copy with comments within fifteen (15) days after final inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit electronically in PDF format each corrected manual within fifteen (15) days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.

3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
 5. Submit all Operation and Maintenance data electronically in PDF format.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, flood, gas leak, water leak, power failure, water outage, equipment failure and chemical release or spill.

- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.
- B. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:

1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:
- D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures:
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Division 01 Section "Closeout Procedures" for binder submittal requirements.
- D. See Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit electronically in PDF format. Marked-up Record Prints. Architect will initial and date each set and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit electronically in PDF format marked-up Record Prints, and the following:
- B. Record Specifications: Submit electronically in PDF format, including addenda and contract modifications.
- C. Record Product Data: Submit electronically in PDF format each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.
 - 3. Demonstration and training videotapes.
- B. See Divisions 02 through 49 Sections Sections for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS

- A. Instruction Program: Submit electronically in PDF format outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Demonstration and Training Videos: Submit two (2) copies within seven (7) days of end of each training module. Submit electronically.

1.3 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Preinstruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.

- D. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
 - 2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
 - 3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
 - 4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
 - 5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
 - 6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.
 - 7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
 - 8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish an instructor to describe Owner's operational philosophy.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner with at least seven (7) days' advance notice.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral, a written or a demonstration performance-based test.

3.2 DEMONSTRATION AND TRAINING VIDEOS

- A. General: Engage a qualified commercial photographer to record demonstration and training videos. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
 - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video Format: Provide high-quality digital video on DVD.
- C. Narration: Describe scenes on video by audio narration by microphone or dubbing audio narration off-site after video is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

END OF SECTION 017900

SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 GENERAL INFORMATION

- A. The permanent HVAC systems shall not be used for temporary heating and cooling during construction in the area of work unless the owner has received a written request from the contractor for such usage and has provided written consent.
 - 1. If the owner has agreed in writing with the use of the permanent HVAC system during construction, the following conditions will be followed:
 - a. All safety devices shall be installed and operational.
 - b. Temporary filters shall be installed in the filter section. These filters shall be replaced monthly.
 - c. Air handling equipment shall be configured to use 100% outside air rather than recirculated air.
 - d. At the start of substantial completion, contractor shall change all filters, clean all coils, equipment, supply air ducts, return air ducts, and transfer ducts to the satisfaction of the architect, engineer, and owner.
- B. The plans are diagrammatic and indicate design intent and general arrangement of mechanical equipment. The contractor shall verify conditions on site and notify the engineer of any discrepancy prior to installing work.
- C. The plans do not depict every offset, fitting, accessory, etc. that may be required to provide a complete and functional mechanical system. Where such items are required to provide a complete and functional mechanical system, they shall be provided, whether or not depicted on the plans.
- D. Where a BIM model is provided to the contractor, it shall be used for reference only and does not supersede the plan sheets; the plan sheets shall remain as the contract documents.
- E. Coordination: The contractor shall coordinate all work with other contractors and subcontractors so that various components of the mechanical system will be installed at the proper time, will fit the available space, and will allow proper service access to all equipment. The contractor shall refer to architectural, structural, electrical, fire protection, and plumbing drawings and relevant equipment drawings to determine the extent of clear spaces. The contractor shall make all offsets required to clear equipment, beams, and other structural members, and to facilitate concealing piping and ductwork in the manner anticipated in the design. The contractor shall provide materials with trim which will fit properly the types of ceiling, wall, or floor finish actually installed.
- F. Value Substitutions: (VE)

1. The contractor is completely responsible for all substitutions, changes, or deletions of work or products proposed to and accepted by the owner or architect in lieu of specified and shall hold the owner and architect harmless for any liabilities created by such changes. As much as is possible, such proposals for change shall indicate how the specified design goals, the work of other trades, and the construction schedule are expected to be impacted. The contractor is responsible for research of all codes and standards applicable to the proposed change, professional design services necessary to implement the change, re-submittals for state and municipal permits and additional fees invoked by the change, and notification of and coordination with other trades impacted by the change. After acceptance of a change proposal by the owner or architect, the contractor shall notify them within ten calendar days of any unexpected, discovered conditions that may impact the work. After this period, the contractor shall not be excused from any liabilities created by their own proposed change(s) and shall be responsible for any discovered costs incurred by anyone due to the change(s).
- G. Mechanical equipment indicated as “existing to remain” shall be protected during demolition and construction so that it remains functional at project completion. If existing to remain equipment is rendered non-functional by construction activities, the contractor shall repair or replace such equipment at no cost to the owner.
- H. Mechanical demolition:
1. The drawings are intended to indicate the scope of work required and do not indicate all work that must be removed to accommodate the renovation. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID AND VERIFY EXISTING CONDITIONS.
 2. Demolition of ductwork or piping shall be removed and patched/capped back to the main service line as required to maintain system operation.
 3. Demolition and remodel work is to be phased according to areas indicated on the drawings.
 4. Coordinate outages to occur at a time most convenient to the owner.
 5. Existing sensors / thermostats installed in existing walls, to be removed, shall be relocated to the nearest remaining wall.
 6. Thermostat / sensor wire shall be replaced as needed to allow full function of the new mechanical equipment.
- I. Where seismic drawings, calculations and details for any anchorage, bracing, and/or sway bracing are indicated as a delegated design item, the contractor shall engage a Professional Engineer to provide sealed drawings and submit this information to the authority having jurisdiction as well as to the engineer of record.
- J. All mechanical submittals shall be submitted concurrently as part of a complete package. Submittals will not be reviewed until a complete package has been provided.
- K. The contractor shall pay all shipping charges, freight charges, and expediting fees as required to install work per the construction schedule.
- L. The contractor shall drain, fill, and treat the existing hydronic systems as required to install work as a part of this project. Contractor shall install additional shut-off valves, drain valves, air vents, and tees for control sensors as needed to perform work. Contractor shall dispose of the fluid per local AHJ requirements.

- M. Unless otherwise noted on the architectural drawings, contractor shall cut, patch, and match existing building construction to remove and install work as required.
- N. Where ceilings, walls, structures, ect. are temporarily removed and replaced by others, this contractor shall be responsible for the removal, salvage, and re-installation of mechanical equipment, diffusers, controls, etc.

1.2 SUMMARY

- A. Section Includes:
 - 1. Expansion joints.
 - 2. Alignment guides and anchors.
 - 3. Sleeves without waterstop.
 - 4. Sleeves with waterstop.
 - 5. Stack-sleeve fittings.
 - 6. Sleeve-seal systems.
 - 7. Grout.
 - 8. Escutcheons.
 - 9. Dielectric fittings.

1.3 ACTION SUBMITTALS

- A. Product data.

1.4 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with AWS D1.1/D1.1M.
- B. Pipe and Pressure-Vessel Welding Qualifications: Qualify procedures and operators in accordance with 2021 ASME Boiler and Pressure Vessel Code, Section IX.

1.7 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:

1. Motor controllers.
2. Torque, speed, and horsepower requirements of the load.
3. Ratings and characteristics of supply circuit and required control sequence.
4. Ambient and environmental conditions of installation location.

PART 2 - PRODUCTS

2.1 EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING

A. Performance Requirements:

1. Compatibility: Provide products suitable for piping service fluids, materials, working pressures, and temperatures.
2. Capability: Provide products and installations that will accommodate maximum axial movement as scheduled or indicated on Drawings.

B. Flexible-Hose Expansion Joints:

- a. Manufacturers: Metraflex (Metraloop), Mason Industries, Twin City Hose
- b. Source Limitations: Obtain flexible-hose packless expansion joints from single manufacturer.
- c. Description: Manufactured assembly with inlet and outlet elbow fittings and two flexible-metal-hose legs joined by long-radius, 180-degree return bend.
- d. Flexible Hose: Corrugated-metal inner hoses and braided outer sheaths.
- e. Expansion joints for steel piping: Sch40 steel end fittings and elbows, 300 series stainless steel hose and braid. 150 psi rated.
- f. Expansion joints for copper piping: copper end fittings and elbows, bronze hose and braid. 200 psi rated.

C. Alignment Guides and Anchors:

1. Anchor Clamps
 - a. Manufacturer: Metraflex model PA
 - b. Carbon steel with paint finish
 - c. Provide felt dielectric shims for use with copper piping
 - d. Anchor clamps to be used with “no-thrust” expansion joints only

2.2 SLEEVES AND SLEEVE SEALS

A. Sleeves without Waterstop:

1. Steel Pipe Sleeves: ASTM A53/A53M, Type E, Grade B, Schedule 40, hot-dip galvanized, with plain ends.

B. Sleeves with Waterstop:

1. Manufacturers: Metraflex, Flexicraft
2. Description: Manufactured galvanized-steel, sleeve-type, waterstop assembly, made for imbedding in concrete slab or wall.

C. Sleeve-Seal Systems:

1. Manufacturers: Metraflex, Flexicraft, Garlock
2. Description: Modular sealing-element unit, designed for field assembly, for filling annular space between piping and sleeve.
 - a. Hydrostatic Seal: 20 psig.
 - b. Sealing Elements: EPDM-rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size.
 - 1) Provide Nitrile links where hydrocarbons are present.
 - c. Pressure Plates: Carbon steel
 - 1) Provide stainless steel plates where hydrocarbons are present.
 - d. Connecting Bolts and Nuts: Carbon steel, with zinc coating. ASTM B633
 - 1) Provide stainless steel connectors where hydrocarbons are present.

D. Grout:

1. Description: Nonshrink, for interior and exterior sealing openings in non-fire-rated walls or floors.
2. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
3. Design Mix: 5000 psi (34.5 MPa), 28-day compressive strength.
4. Packaging: Premixed and factory packaged.

2.3 ESCUTCHEONS

A. Escutcheons:

1. Steel, with polished chrome finish

PART 3 - EXECUTION

3.1 INSTALLATION OF EXPANSION JOINTS - GENERAL

- A. Install expansion joints of sizes matching sizes of piping in which they are installed.

3.2 INSTALLATION OF ALIGNMENT GUIDES AND ANCHORS

- A. Install alignment guides to guide expansion and to avoid end-loading and torsional stress.
- B. Install one guide on each side of pipe expansion fittings and loops. Install guides nearest to expansion joint not more than four pipe diameters from expansion joint.
- C. Attach guides to pipe, and secure guides to building structure.
- D. Install anchors at locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.

3.3 INSTALLATION OF SLEEVES - GENERAL

- A. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
- B. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.
 - 1. Sleeves are not required for core-drilled holes in walls.
- C. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
 - a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches above finished floor level.
 - 2. Using grout, seal space outside of sleeves in floors/slabs/walls without sleeve-seal system. Select to maintain fire resistance of floor/slab/wall.
- D. Install sleeves for pipes passing through interior partitions.
 - 1. Cut sleeves to length for mounting flush with both surfaces.
- E. Fire-Resistance-Rated Penetrations, Horizontal Assembly Penetrations, and Smoke-Barrier Penetrations: Maintain indicated fire or smoke rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with fire- and smoke-stop materials. Comply with requirements for firestopping and fill materials specified in Section 078413 "Penetration Firestopping."

3.4 INSTALLATION OF SLEEVES WITH WATERSTOP

- A. Install sleeve with waterstop as new walls and slabs are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange centered across width of concrete slab or wall.
- C. Secure nailing flanges to wooden concrete forms.
- D. Using grout, seal space around outside of sleeves.

3.5 INSTALLATION OF SLEEVE-SEAL SYSTEMS

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at service piping entries into building, and passing through exterior walls.
- B. Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.

3.6 INSTALLATION OF ESCUTCHEONS

- A. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
- B. Install escutcheons with ID to closely fit around pipe, tube, and insulation of insulated piping and with OD that completely covers opening.

3.7 FIELD QUALITY CONTROL

- A. Sleeves and Sleeve Seals:
 - 1. Perform the following tests and inspections:
 - a. Leak Test: After allowing for a full cure, test sleeves and sleeve seals for leaks. Repair leaks and retest until no leaks exist.
 - b. Sleeves and sleeve seals will be considered defective if they do not pass tests and inspections.
 - 2. Prepare test and inspection reports.
- B. Escutcheons:
 - 1. Using new materials, replace broken and damaged escutcheons and floor plates.

3.8 SLEEVES APPLICATION

- A. Use sleeves and sleeve seals for the following piping-penetration applications:
 - 1. Exterior Concrete Walls above and below Grade:
 - a. Sleeves with waterstops.
 - 1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.
 - 2. Concrete Slabs-on-Grade:
 - a. Sleeves with waterstops.
 - 1) Select sleeve size to allow for 1-inch annular clear space between piping and sleeve for installing sleeve-seal system.
 - 3. Concrete Slabs above Grade:
 - a. Sleeves with waterstops.
 - 4. Interior Walls and Partitions:
 - a. Sleeves without waterstops.

3.9 ESCUTCHEONS APPLICATION

A. Escutcheons for New Piping and Relocated Existing Piping:

1. Piping with Fitting or Sleeve Protruding from Wall: One piece, deep pattern.
2. Chrome-Plated Piping: One piece, steel with polished, chrome-plated finish.
3. Insulated Piping:
 - a. One piece, steel with polished, chrome-plate finish.
4. Bare Piping at Wall and Floor Penetrations in Finished Spaces:
 - a. One piece, steel with polished, chrome-plate finish.
5. Bare Piping at Ceiling Penetrations in Finished Spaces:
 - a. One piece, steel with polished, chrome-plate finish.

B. Escutcheons for Existing Piping to Remain:

1. Insulated Piping: Split plate, stamped steel with concealed hinge with polished, chrome-plated finish.
2. Bare Piping at Wall and Floor Penetrations in Finished Spaces: Split plate, stamped steel with concealed hinge with polished, chrome-plated finish.
3. Bare Piping at Ceiling Penetrations in Finished Spaces: Split plate, stamped steel with concealed hinge with polished, chrome-plated finish.
4. Bare Piping in Unfinished Service Spaces: Split plate, stamped steel with concealed hinge with polished, chrome-plated finish.
5. Bare Piping in Equipment Rooms: Split plate, stamped steel with concealed hinge with polished, chrome-plated finish.

C. Install floor plates for piping penetrations of equipment-room floors.

D. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

1. New Piping and Relocated Existing Piping: Split floor plate.
2. Existing Piping to Remain: Split floor plate.

3.10 DIELECTRIC FITTINGS APPLICATION

A. Provide dielectric fittings where dissimilar metals would otherwise be in contact.

END OF SECTION 230500

SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel pipe hangers and supports.
 - 2. Trapeze pipe hangers.
 - 3. Thermal-hanger shield inserts.
 - 4. Fastener systems.
 - 5. Pipe stands.
 - 6. Equipment supports.

1.3 DEFINITIONS

- A. MSS: Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design trapeze pipe hangers and equipment supports, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.
 - 1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
 - 2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
 - 3. Design seismic-restraint hangers and supports for piping and equipment and obtain approval from authorities having jurisdiction.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:
 - 1. Trapeze pipe hangers.
 - 2. Steel pipe hangers and supports.
 - 3. Pipe stands.
 - 4. Equipment supports.
- C. Delegated-Design Submittal: For trapeze hangers indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
 - 1. Detail fabrication and assembly of trapeze hangers.
 - 2. Design Calculations: Calculate requirements for designing trapeze hangers.

1.6 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.7 QUALITY ASSURANCE

- A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 - PRODUCTS

2.1 STEEL PIPE HANGERS AND SUPPORTS

- A. Description: MSS SP-58, Types 1 through 58, factory-fabricated components. Refer to Part 3 "Hanger and Support Applications" Article for where to use specific hanger and support types.
- B. Manufacturers:
 - 1. AAA Technology & Specialties Co., Inc.
 - 2. Bergen-Power Pipe Supports.
 - 3. B-Line Systems, Inc.; a division of Cooper Industries.
 - 4. Carpenter & Paterson, Inc.
 - 5. Empire Industries, Inc.
 - 6. ERICO/Michigan Hanger Co.
 - 7. Globe Pipe Hanger Products, Inc.

8. Grinnell Corp.
9. GS Metals Corp.
10. National Pipe Hanger Corporation.
11. PHD Manufacturing, Inc.
12. PHS Industries, Inc.
13. Piping Technology & Products, Inc.
14. Tolco Inc.

C. Galvanized, Metallic Coatings: Pregalvanized or hot dipped.

D. Nonmetallic Coatings: Plastic coating, jacket, or liner.

E. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion for support of bearing surface of piping.

2.2 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural-steel shapes with MSS SP-58 hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

A. Description: 100-psig- minimum, compressive-strength insulation insert encased in sheet metal shield.

B. Manufacturers:

1. Carpenter & Paterson, Inc.
2. ERICO/Michigan Hanger Co.
3. PHS Industries, Inc.
4. Pipe Shields, Inc.
5. Rilco Manufacturing Company, Inc.
6. Value Engineered Products, Inc.

C. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with vapor barrier.

D. Insulation-Insert Material for Hot Piping: ASTM C 552, Type II cellular glass.

E. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

F. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

G. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

- A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
 - 1. Manufacturers:
 - a. Hilti, Inc.
 - b. ITW Ramset/Red Head.
 - c. Masterset Fastening Systems, Inc.
 - d. MKT Fastening, LLC.
 - e. Powers Fasteners.
- B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated- steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.
 - 1. Manufacturers:
 - a. B-Line Systems, Inc.; a division of Cooper Industries.
 - b. Empire Industries, Inc.
 - c. Hilti, Inc.
 - d. ITW Ramset/Red Head.
 - e. MKT Fastening, LLC.
 - f. Powers Fasteners.

2.5 PIPE STAND FABRICATION

- A. Pipe Stands, General: Shop or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.

2.6 EQUIPMENT SUPPORTS

- A. Description: Welded, shop- or field-fabricated equipment support made from structural-steel shapes.

2.7 MISCELLANEOUS MATERIALS

- A. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

PART 3 - EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

- A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.
 - 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
 - 2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.
- C. Fiberglass Pipe-Hanger Installation: Comply with applicable portions of MSS SP-69 and MSS SP-89. Install hangers and attachments as required to properly support piping from building structure.
- D. Metal Framing System Installation: Arrange for grouping of parallel runs of piping, and support together on field-assembled metal framing systems.
- E. Fiberglass Strut System Installation: Arrange for grouping of parallel runs of piping, and support together on field-assembled fiberglass struts.
- F. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- G. Fastener System Installation:
 - 1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches (100 mm) thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
 - 2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
- H. Pipe Stand Installation:
 - 1. Pipe Stand Types except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
 - 2. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Section 077200 "Roof Accessories" for curbs.
- I. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

- J. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- K. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- L. Install lateral bracing with pipe hangers and supports to prevent swaying.
- M. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- N. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- O. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.
- P. Insulated Piping:
 - 1. Attach clamps and spacers to piping.
 - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
 - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
 - c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
 - 2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 - 3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
 - a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
 - 4. Shield Dimensions for Pipe: Not less than the following:
 - a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
 - b. NPS 4: 12 inches long and 0.06 inch thick.
 - c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
 - d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
 - e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.

5. Pipes NPS 8 and Larger: Include wood or reinforced calcium-silicate-insulation inserts of length at least as long as protective shield.
6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 EQUIPMENT SUPPORTS

- A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.
- B. Grouting: Place grout under supports for equipment and make bearing surface smooth.
- C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.3 METAL FABRICATIONS

- A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers and equipment supports.
- B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.
- C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:
 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 2. Obtain fusion without undercut or overlap.
 3. Remove welding flux immediately.
 4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.4 ADJUSTING

- A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.5 HANGER AND SUPPORT SCHEDULE

- A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.

- B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.
- C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated stationary pipes, NPS 1/2 to NPS 30.
 - 2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450 deg F pipes, NPS 4 to NPS 16, requiring up to 4 inches of insulation.
 - 3. Pipe Hangers (MSS Type 5): For suspension of pipes, NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
 - 4. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated stationary pipes, NPS 3/4 to NPS 8.
- F. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20.
 - 2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20, if longer ends are required for riser clamps.
- G. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
 - 2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
 - 3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
 - 4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
 - 5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.
- H. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 - 1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
 - 2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
 - 3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
 - 4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
 - 5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.

6. C-Clamps (MSS Type 23): For structural shapes.
 7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
 8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
 9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
 10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
 11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
 12. Welded-Steel Brackets: For support of pipes from below, or for suspending from above by using clip and rod. Use one of the following for indicated loads:
 - a. Light (MSS Type 31): 750 lb.
 - b. Medium (MSS Type 32): 1500 lb.
 - c. Heavy (MSS Type 33): 3000 lb.
 13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
 14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
 15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.
- I. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
 1. Steel Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
 2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
 3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.
 - J. Comply with MSS SP-69 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
 - K. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.
 - L. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.
 - M. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.
 - N. Comply with MFMA-103 for metal framing system selections and applications that are not specified in piping system Sections.
 - O. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION 230529

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 230553 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Pipe labels.
 - 3. Valve tags.
- B. For each building hot water loop, building chilled water loop, and chiller water loop, provide a placard indicating the volume of water used to fill the system.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment Label Schedule: Include a listing of all equipment to be labeled with the proposed content for each label.
- D. Valve numbering scheme.
- E. Valve Schedules: For each piping system to include in maintenance manuals.

1.4 COORDINATION

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 EQUIPMENT LABELS

A. Plastic Labels for Equipment:

1. Material and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick, and having predrilled holes for attachment hardware.
2. Letter Color: White.
3. Background Color: Green.
4. Maximum Temperature: Able to withstand temperatures up to 160 deg F.
5. Minimum Label Size: Length and width vary for required label content, but not less than 2-1/2 by 3/4 inch.
6. Minimum Letter Size: 1/2 inch.
7. Fasteners: Stainless-steel rivets.
8. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

B. Label Content: Include equipment's Drawing designation or unique equipment number.

2.2 PIPE LABELS

A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction.

B. Snap on Pipe Labels: Printed plastic pre coiled for application without requiring adhesive or tape. Provide nylon ties for pipes 6" OD and larger and per pipe label manufacturer's recommendations.

C. Pipe Label Contents: Include identification of piping service using same designations or abbreviations as used on Drawings, pipe size, and an arrow indicating flow direction.

1. Flow-Direction Arrows: Integral with piping system service lettering to accommodate both directions, or as separate unit on each pipe label to indicate flow direction.
2. Lettering Size: At least 1-1/2 inches high.

2.3 VALVE TAGS

A. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch numbers.

1. Tag Material: Brass, 0.032-inch minimum thickness, and having predrilled or stamped holes for attachment hardware.
2. Fasteners: Brass S-hook.

B. Valve Schedules: For each piping system, on 8-1/2-by-11-inch bond paper. Tabulate valve number, piping system, system abbreviation (as shown on valve tag), location of valve (room or space), normal-operating position (open, closed, or modulating), and variations for identification. Mark valves for emergency shutoff and similar special uses.

1. Valve-tag schedule shall be included in operation and maintenance data.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 EQUIPMENT LABEL INSTALLATION

- A. Install or permanently fasten labels on each major item of mechanical equipment.
- B. Locate equipment labels where accessible and visible.

3.3 PIPE LABEL INSTALLATION

- A. Piping Color-Coding: Painting of piping is specified in Section 099123 "Interior Painting".
- B. Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve and control device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations through walls, floors, ceilings, and inaccessible enclosures.
 - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 - 5. Near major equipment items and other points of origination and termination.
 - 6. Spaced at maximum intervals of 50 feet along each run. Reduce intervals to 25 feet in areas of congested piping and equipment.
 - 7. On piping above removable acoustical ceilings. Omit intermediately spaced labels.
- C. Pipe Label Color Schedule:
 - 1. Refrigerant Piping:
 - a. Background Color: White
 - b. Letter Color: Blue
 - 2. Condensate Piping:
 - a. Background Color: White.
 - b. Letter Color: Green.
 - 3. Gas Piping:
 - a. Background Color: Yellow.
 - b. Letter Color: Black.

3.4 VALVE-TAG INSTALLATION

- A. Install tags on valves and control devices in piping systems, except check valves; valves within factory-fabricated equipment units; shutoff valves; faucets; convenience and lawn-watering hose connections; and HVAC terminal devices and similar roughing-in connections of end-use fixtures and units. List tagged valves in a valve schedule.
- B. Valve-Tag Application Schedule: Tag valves according to size, shape, and color scheme and with captions similar to those indicated in the following subparagraphs:
 - 1. Valve-Tag Size and Shape:
 - a. Condenser Water: 1-1/2 inches, round
 - b. Refrigerant: 1-1/2 inches, round
 - c. Hot Water: 1-1/2 inches, round
 - d. Gas: 1-1/2 inches, round
 - e. Low-Pressure Steam: 1-1/2 inches, round
 - f. High-Pressure Steam: 1-1/2 inches, round
 - g. Steam Condensate: 1-1/2 inches, round
 - 2. Valve-Tag Color:
 - a. Condenser Water: Natural
 - b. Hot Water: Natural.
 - c. Low-Pressure Steam: Natural
 - d. High-Pressure Steam: Natural
 - e. Gas: Yellow.
 - 3. Letter Color:
 - a. Condenser Water: Black
 - b. Refrigerant: Black
 - c. Hot Water: Black
 - d. Gas: Black
 - e. Low-Pressure Steam: Black
 - f. High-Pressure Steam: Black
 - g. Steam Condensate: Black

3.5 WARNING-TAG INSTALLATION

- A. Write required message on, and attach warning tags to, equipment and other items where required.

END OF SECTION 230553

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Report Forms: Reports must be typewritten or computer generated – handwritten reports are not acceptable.
- B. Section Includes:
 - 1. Balancing Air Systems:
 - a. Constant-volume air systems.
 - b. Variable-air-volume systems.

1.3 CONTRACTORS

- A. Aero Building Solutions
- B. International Test and Balance
- C. Mechanical Test and Balance

1.4 DEFINITIONS

- A. AABC: Associated Air Balance Council.
- B. NEBB: National Environmental Balancing Bureau.
- C. TAB: Testing, adjusting, and balancing.
- D. TABB: Testing, Adjusting, and Balancing Bureau.
- E. TAB Specialist: An entity engaged to perform TAB Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.
- B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.
- C. Certified TAB reports.
- D. Sample report forms.
- E. Instrument calibration reports, to include the following:
 - 1. Instrument type and make.
 - 2. Serial number.
 - 3. Application.
 - 4. Dates of use.
 - 5. Dates of calibration.

1.6 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB or TABB.
 - 1. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB or TABB as a TAB technician.
- B. Certify TAB field data reports and perform the following:
 - 1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
 - 2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.
- C. TAB Report Forms: Use standard TAB contractor's forms approved by Architect.
- D. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."
- E. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- F. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.7 PROJECT CONDITIONS

- A. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.8 COORDINATION

- A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
- B. Perform TAB after leakage and pressure tests on air and water distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.
- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.
- C. Examine the approved submittals for HVAC systems and equipment.
- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- E. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.
- F. Examine equipment performance data including fan and pump curves.
 - 1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.
 - 2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.
- G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.
- H. Examine test reports specified in individual system and equipment Sections.
- I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

- J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.
- K. Examine strainers. Verify that startup screens are replaced by permanent screens with indicated perforations.
- L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.
- M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.
- N. Examine system pumps to ensure absence of entrained air in the suction piping.
- O. Examine operating safety interlocks and controls on HVAC equipment.
- P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 PREPARATION

- A. Prepare a TAB plan that includes strategies and step-by-step procedures.
- B. Complete system-readiness checks and prepare reports. Verify the following:
 - 1. Permanent electrical-power wiring is complete.
 - 2. Hydronic systems are filled, clean, and free of air.
 - 3. Automatic temperature-control systems are operational.
 - 4. Equipment and duct access doors are securely closed.
 - 5. Balance, smoke, and fire dampers are open.
 - 6. Isolating and balancing valves are open and control valves are operational.
 - 7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.
 - 8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.3 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance", ASHRAE 111, NEBB's "Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems" or SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.
 - 1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."
- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.
 - 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.

2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
 3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."
- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.
 - D. Take and report testing and balancing measurements in inch-pound units.

3.4 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.
- B. Prepare schematic diagrams of systems' "as-built" duct layouts.
- C. For variable-air-volume systems, develop a plan to simulate diversity.
- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.
- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.
- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.
- G. Verify that motor starters are equipped with properly sized thermal protection.
- H. Check dampers for proper position to achieve desired airflow path.
- I. Check for airflow blockages.
- J. Check condensate drains for proper connections and functioning.
- K. Check for proper sealing of air-handling-unit components.
- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.5 PROCEDURES FOR VARIABLE-AIR-VOLUME SYSTEMS

- A. Compensating for Diversity: When the total airflow of all terminal units is more than the indicated airflow of the fan, place a selected number of terminal units at a minimum set-point airflow with the remainder at maximum-airflow condition until the total airflow of the terminal units equals the indicated airflow of the fan. Select the reduced-airflow terminal units so they are distributed evenly among the branch ducts.

- B. Pressure-Independent, Variable-Air-Volume Systems: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
1. Set outdoor-air dampers at minimum, and set return- and exhaust-air dampers at a position that simulates full-cooling load.
 2. Select the terminal unit that is most critical to the supply-fan airflow and static pressure. Measure static pressure. Adjust system static pressure so the entering static pressure for the critical terminal unit is not less than the sum of the terminal-unit manufacturer's recommended minimum inlet static pressure plus the static pressure needed to overcome terminal-unit discharge system losses.
 3. Measure total system airflow. Adjust to within indicated airflow.
 4. Set terminal units at maximum airflow and adjust controller or regulator to deliver the designed maximum airflow. Use terminal-unit manufacturer's written instructions to make this adjustment. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
 5. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow the same as described for constant-volume air systems.
 - a. If air outlets are out of balance at minimum airflow, report the condition but leave outlets balanced for maximum airflow.
 6. Remeasure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
 - a. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.
 7. Measure static pressure at the most critical terminal unit and adjust the static-pressure controller at the main supply-air sensing station to ensure that adequate static pressure is maintained at the most critical unit.
 8. Record final fan-performance data.
- C. Pressure-Dependent, Variable-Air-Volume Systems without Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
1. Balance variable-air-volume systems the same as described for constant-volume air systems.
 2. Set terminal units and supply fan at full-airflow condition.
 3. Adjust inlet dampers of each terminal unit to indicated airflow and verify operation of the static-pressure controller. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
 4. Readjust fan airflow for final maximum readings.
 5. Measure operating static pressure at the sensor that controls the supply fan if one is installed, and verify operation of the static-pressure controller.
 6. Set supply fan at minimum airflow if minimum airflow is indicated. Measure static pressure to verify that it is being maintained by the controller.
 7. Set terminal units at minimum airflow and adjust controller or regulator to deliver the designed minimum airflow. Check air outlets for a proportional reduction in airflow the same as described for constant-volume air systems.

- a. If air outlets are out of balance at minimum airflow, report the condition but leave the outlets balanced for maximum airflow.
- 8. Measure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow.
 - a. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.
- D. Pressure-Dependent, Variable-Air-Volume Systems with Diversity: After the fan systems have been adjusted, adjust the variable-air-volume systems as follows:
 - 1. Set system at maximum indicated airflow by setting the required number of terminal units at minimum airflow. Select the reduced-airflow terminal units so they are distributed evenly among the branch ducts.
 - 2. Adjust supply fan to maximum indicated airflow with the variable-airflow controller set at maximum airflow.
 - 3. Set terminal units at full-airflow condition.
 - 4. Adjust terminal units starting at the supply-fan end of the system and continuing progressively to the end of the system. Adjust inlet dampers of each terminal unit to indicated airflow. When total airflow is correct, balance the air outlets downstream from terminal units the same as described for constant-volume air systems.
 - 5. Adjust terminal units for minimum airflow.
 - 6. Measure static pressure at the sensor.
 - 7. Measure the return airflow to the fan while operating at maximum return airflow and minimum outdoor airflow. Adjust the fan and balance the return-air ducts and inlets the same as described for constant-volume air systems.

3.6 PROCEDURES FOR MULTIZONE SYSTEMS

- A. Set unit at maximum airflow through the cooling coil.
- B. Adjust each zone's balancing damper to achieve indicated airflow within the zone.

3.7 GENERAL PROCEDURES FOR HYDRONIC SYSTEMS

- A. Prepare test reports with pertinent design data, and number in sequence starting at pump to end of system. Check the sum of branch-circuit flows against the approved pump flow rate. Correct variations that exceed plus or minus 5 percent.
- B. Prepare schematic diagrams of systems' "as-built" piping layouts.
- C. Prepare hydronic systems for testing and balancing according to the following, in addition to the general preparation procedures specified above:
 - 1. Open all manual valves for maximum flow.
 - 2. Check liquid level in expansion tank.
 - 3. Check makeup water-station pressure gage for adequate pressure for highest vent.
 - 4. Check flow-control valves for specified sequence of operation, and set at indicated flow.

5. Set differential-pressure control valves at the specified differential pressure. Do not set at fully closed position when pump is positive-displacement type unless several terminal valves are kept open.
6. Set system controls so automatic valves are wide open to heat exchangers.
7. Check pump-motor load. If motor is overloaded, throttle main flow-balancing device so motor nameplate rating is not exceeded.
8. Check air vents for a forceful liquid flow exiting from vents when manually operated.

3.8 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. Measure water flow at pumps. Use the following procedures except for positive-displacement pumps:
 1. Verify impeller size by operating the pump with the discharge valve closed. Read pressure differential across the pump. Convert pressure to head and correct for differences in gage heights. Note the point on manufacturer's pump curve at zero flow and verify that the pump has the intended impeller size.
 - a. If impeller sizes must be adjusted to achieve pump performance, obtain approval from Architect and Construction Manager and comply with requirements in Section 232123 "Hydronic Pumps."
 2. Check system resistance. With all valves open, read pressure differential across the pump and mark pump manufacturer's head-capacity curve. Adjust pump discharge valve until indicated water flow is achieved.
 - a. Monitor motor performance during procedures and do not operate motors in overload conditions.
 3. Verify pump-motor brake horsepower. Calculate the intended brake horsepower for the system based on pump manufacturer's performance data. Compare calculated brake horsepower with nameplate data on the pump motor. Report conditions where actual amperage exceeds motor nameplate amperage.
 4. Report flow rates that are not within plus or minus 10 percent of design.
- B. Measure flow at all automatic flow control valves to verify that valves are functioning as designed.
- C. Measure flow at all pressure-independent characterized control valves, with valves in fully open position, to verify that valves are functioning as designed.
- D. Set calibrated balancing valves, if installed, at calculated presettings.
- E. Measure flow at all stations and adjust, where necessary, to obtain first balance.
 1. System components that have Cv rating or an accurately cataloged flow-pressure-drop relationship may be used as a flow-indicating device.
- F. Measure flow at main balancing station and set main balancing device to achieve flow that is 5 percent greater than indicated flow.

- G. Adjust balancing stations to within specified tolerances of indicated flow rate as follows:
1. Determine the balancing station with the highest percentage over indicated flow.
 2. Adjust each station in turn, beginning with the station with the highest percentage over indicated flow and proceeding to the station with the lowest percentage over indicated flow.
 3. Record settings and mark balancing devices.
- H. Measure pump flow rate and make final measurements of pump amperage, voltage, rpm, pump heads, and systems' pressures and temperatures including outdoor-air temperature.
- I. Measure the differential-pressure-control-valve settings existing at the conclusion of balancing.
- J. Check settings and operation of each safety valve. Record settings.

3.9 PROCEDURES FOR VARIABLE-FLOW HYDRONIC SYSTEMS

- A. Balance systems with automatic two- and three-way control valves by setting systems at maximum flow through heat-exchange terminals and proceed as specified above for hydronic systems.

3.10 PROCEDURES FOR MOTORS

- A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:
1. Manufacturer's name, model number, and serial number.
 2. Motor horsepower rating.
 3. Motor rpm.
 4. Efficiency rating.
 5. Nameplate and measured voltage, each phase.
 6. Nameplate and measured amperage, each phase.
 7. Starter thermal-protection-element rating.
- B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.11 PROCEDURES FOR HEAT-TRANSFER COILS

- A. Measure, adjust, and record the following data for each water coil:
1. Entering- and leaving-water temperature.
 2. Water flow rate.
 3. Water pressure drop.
 4. Dry-bulb temperature of entering and leaving air.
 5. Wet-bulb temperature of entering and leaving air for cooling coils.
 6. Airflow.
 7. Air pressure drop.

- B. Measure, adjust, and record the following data for each electric heating coil:
1. Nameplate data.
 2. Airflow.
 3. Entering- and leaving-air temperature at full load.
 4. Voltage and amperage input of each phase at full load and at each incremental stage.
 5. Calculated kilowatt at full load.
 6. Fuse or circuit-breaker rating for overload protection.
- C. Measure, adjust, and record the following data for each steam coil:
1. Dry-bulb temperature of entering and leaving air.
 2. Airflow.
 3. Air pressure drop.
 4. Inlet steam pressure.
- D. Measure, adjust, and record the following data for each refrigerant coil:
1. Dry-bulb temperature of entering and leaving air.
 2. Wet-bulb temperature of entering and leaving air.
 3. Airflow.
 4. Air pressure drop.
 5. Refrigerant suction pressure and temperature.

3.12 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:
1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
 2. Air Outlets and Inlets: Plus or minus 10 percent.
 3. Heating-Water Flow Rate: Plus or minus 10 percent.
 4. Cooling-Water Flow Rate: Plus or minus 10 percent.

3.13 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

3.14 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.
1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.

2. Include a list of instruments used for procedures, along with proof of calibration.
- B. Final Report Contents: In addition to certified field-report data, include the following:
1. Pump curves.
 2. Fan curves.
 3. Manufacturers' test data.
 4. Field test reports prepared by system and equipment installers.
 5. Other information relative to equipment performance; do not include Shop Drawings and product data.
- C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
 2. Name and address of the TAB contractor.
 3. Project name.
 4. Project location.
 5. Architect's name and address.
 6. Engineer's name and address.
 7. Contractor's name and address.
 8. Report date.
 9. Signature of TAB supervisor who certifies the report.
 10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
 11. Summary of contents including the following:
 - a. Indicated versus final performance.
 - b. Notable characteristics of systems.
 - c. Description of system operation sequence if it varies from the Contract Documents.
 12. Nomenclature sheets for each item of equipment.
 13. Data for terminal units, including manufacturer's name, type, size, and fittings.
 14. Notes to explain why certain final data in the body of reports vary from indicated values.
 15. Test conditions for fans and pump performance forms including the following:
 - a. Settings for outdoor-, return-, and exhaust-air dampers.
 - b. Conditions of filters.
 - c. Cooling coil, wet- and dry-bulb conditions.
 - d. Face and bypass damper settings at coils.
 - e. Fan drive settings including settings and percentage of maximum pitch diameter.
 - f. Inlet vane settings for variable-air-volume systems.
 - g. Settings for supply-air, static-pressure controller.
 - h. Other system operating conditions that affect performance.
- D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:
1. Quantities of outdoor, supply, return, and exhaust airflows.
 2. Water and steam flow rates.
 3. Duct, outlet, and inlet sizes.

4. Pipe and valve sizes and locations.
5. Terminal units.
6. Balancing stations.
7. Position of balancing devices.

E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data:
 - a. Unit identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and unit size.
 - e. Manufacturer's serial number.
 - f. Unit arrangement and class.
 - g. Discharge arrangement.
 - h. Sheave make, size in inches (mm), and bore.
 - i. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
 - j. Number, make, and size of belts.
 - k. Number, type, and size of filters.
2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches (mm), and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
3. Test Data (Indicated and Actual Values):
 - a. Total air flow rate in cfm (L/s).
 - b. Total system static pressure in inches wg (Pa).
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg (Pa).
 - e. Filter static-pressure differential in inches wg (Pa).
 - f. Preheat-coil static-pressure differential in inches wg (Pa).
 - g. Cooling-coil static-pressure differential in inches wg (Pa).
 - h. Heating-coil static-pressure differential in inches wg (Pa).
 - i. Outdoor airflow in cfm (L/s).
 - j. Return airflow in cfm (L/s).
 - k. Outdoor-air damper position.
 - l. Return-air damper position.
 - m. Vortex damper position.

F. Apparatus-Coil Test Reports:

1. Coil Data:
 - a. System identification.

- b. Location.
- c. Coil type.
- d. Number of rows.
- e. Fin spacing in fins per inch (mm) o.c.
- f. Make and model number.
- g. Face area in sq. ft. (sq. m).
- h. Tube size in NPS (DN).
- i. Tube and fin materials.
- j. Circuiting arrangement.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm (L/s).
- b. Average face velocity in fpm (m/s).
- c. Air pressure drop in inches wg (Pa).
- d. Outdoor-air, wet- and dry-bulb temperatures in deg F (deg C).
- e. Return-air, wet- and dry-bulb temperatures in deg F (deg C).
- f. Entering-air, wet- and dry-bulb temperatures in deg F (deg C).
- g. Leaving-air, wet- and dry-bulb temperatures in deg F (deg C).
- h. Water flow rate in gpm (L/s).
- i. Water pressure differential in feet of head or psig (kPa).
- j. Entering-water temperature in deg F (deg C).
- k. Leaving-water temperature in deg F (deg C).
- l. Refrigerant expansion valve and refrigerant types.
- m. Refrigerant suction pressure in psig (kPa).
- n. Refrigerant suction temperature in deg F (deg C).
- o. Inlet steam pressure in psig (kPa).

G. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:

1. Unit Data:

- a. System identification.
- b. Location.
- c. Make and type.
- d. Model number and unit size.
- e. Manufacturer's serial number.
- f. Fuel type in input data.
- g. Output capacity in Btu/h (kW).
- h. Ignition type.
- i. Burner-control types.
- j. Motor horsepower and rpm.
- k. Motor volts, phase, and hertz.
- l. Motor full-load amperage and service factor.
- m. Sheave make, size in inches (mm), and bore.
- n. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).

2. Test Data (Indicated and Actual Values):

- a. Total air flow rate in cfm (L/s).

- b. Entering-air temperature in deg F (deg C).
- c. Leaving-air temperature in deg F (deg C).
- d. Air temperature differential in deg F (deg C).
- e. Entering-air static pressure in inches wg (Pa).
- f. Leaving-air static pressure in inches wg (Pa).
- g. Air static-pressure differential in inches wg (Pa).
- h. Low-fire fuel input in Btu/h (kW).
- i. High-fire fuel input in Btu/h (kW).
- j. Manifold pressure in psig (kPa).
- k. High-temperature-limit setting in deg F (deg C).
- l. Operating set point in Btu/h (kW).
- m. Motor voltage at each connection.
- n. Motor amperage for each phase.
- o. Heating value of fuel in Btu/h (kW).

H. Fan Test Reports: For supply, return, and exhaust fans, include the following:

- 1. Fan Data:
 - a. System identification.
 - b. Location.
 - c. Make and type.
 - d. Model number and size.
 - e. Manufacturer's serial number.
 - f. Arrangement and class.
 - g. Sheave make, size in inches (mm), and bore.
 - h. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
- 2. Motor Data:
 - a. Motor make, and frame type and size.
 - b. Horsepower and rpm.
 - c. Volts, phase, and hertz.
 - d. Full-load amperage and service factor.
 - e. Sheave make, size in inches (mm), and bore.
 - f. Center-to-center dimensions of sheave, and amount of adjustments in inches (mm).
 - g. Number, make, and size of belts.
- 3. Test Data (Indicated and Actual Values):
 - a. Total airflow rate in cfm (L/s).
 - b. Total system static pressure in inches wg (Pa).
 - c. Fan rpm.
 - d. Discharge static pressure in inches wg (Pa).
 - e. Suction static pressure in inches wg (Pa).

I. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

- 1. Report Data:

- a. System and air-handling-unit number.
- b. Location and zone.
- c. Traverse air temperature in deg F (deg C).
- d. Duct static pressure in inches wg (Pa).
- e. Duct size in inches (mm).
- f. Duct area in sq. ft. (sq. m).
- g. Indicated air flow rate in cfm (L/s).
- h. Indicated velocity in fpm (m/s).
- i. Actual air flow rate in cfm (L/s).
- j. Actual average velocity in fpm (m/s).
- k. Barometric pressure in psig (Pa).

J. Air-Terminal-Device Reports:

1. Unit Data:

- a. System and air-handling unit identification.
- b. Location and zone.
- c. Apparatus used for test.
- d. Area served.
- e. Make.
- f. Number from system diagram.
- g. Type and model number.
- h. Size.
- i. Effective area in sq. ft. (sq. m).

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm (L/s).
- b. Air velocity in fpm (m/s).
- c. Preliminary air flow rate as needed in cfm (L/s).
- d. Preliminary velocity as needed in fpm (m/s).
- e. Final air flow rate in cfm (L/s).
- f. Final velocity in fpm (m/s).
- g. Space temperature in deg F (deg C).

K. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:

1. Unit Data:

- a. System and air-handling-unit identification.
- b. Location and zone.
- c. Room or riser served.
- d. Coil make and size.
- e. Flowmeter type.

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm (L/s).
- b. Entering-water temperature in deg F (deg C).
- c. Leaving-water temperature in deg F (deg C).

- d. Water pressure drop in feet of head or psig (kPa).
- e. Entering-air temperature in deg F (deg C).
- f. Leaving-air temperature in deg F (deg C).

L. Instrument Calibration Reports:

1. Report Data:

- a. Instrument type and make.
- b. Serial number.
- c. Application.
- d. Dates of use.
- e. Dates of calibration.

3.15 INSPECTIONS

A. Initial Inspection:

1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
2. Check the following for each system:
 - a. Measure airflow of at least 10 percent of air outlets.
 - b. Measure water flow of at least [5] <Insert number> percent of terminals.
 - c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
 - d. Verify that balancing devices are marked with final balance position.
 - e. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Construction Manager
3. Owner shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
 2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.
- D. Prepare test and inspection reports.

3.16 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.
- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

KENDALL COUNTY HVAC RENOVATIONS
ANIMAL CONTROL & PUBLIC SAFETY CENTER
802 WEST JOHN STREET & 1102 CORNELL LN.
YORKVILLE, ILLINOIS
CCA PROJECT NUMBER: 241023

CORDOGAN CLARK & ASSOCIATES, INC.
960 RIDGEWAY AVENUE
AURORA, ILLINOIS
630-896-4678
JUNE 2024

SECTION 230700 – HVAC INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Insulation Materials:
 - a. Flexible elastomeric.
 - b. Mineral fiber.
- 2. Fire-rated insulation systems.
- 3. Insulating cements.
- 4. Adhesives.
- 5. Mastics.
- 6. Factory-applied jackets.
- 7. Field-applied jackets.
- 8. Tapes.
- 9. Securements.
- 10. Corner angles.

- B. Related Sections:

- 1. Division 21 Section "Fire-Suppression Systems Insulation."
- 2. Division 22 Section "Plumbing Insulation."
- 3. Division 23 Section "Metal Ducts" for duct liners.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, thickness, and jackets (both factory and field applied, if any).

1.4 INFORMATIONAL SUBMITTALS

A. Shop Drawings:

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail attachment and covering of heat tracing inside insulation.
3. Detail insulation application at pipe expansion joints for each type of insulation.
4. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
5. Detail removable insulation at piping specialties, equipment connections, and access panels.
6. Detail application of field-applied jackets.
7. Detail application at linkages of control devices.
8. Detail field application for each equipment type.

B. Qualification Data: For qualified Installer.

C. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Fire-Test-Response Characteristics: Insulation and related materials shall have fire-test-response characteristics indicated, as determined by testing identical products per ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing and inspecting agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with piping Installer for piping insulation application, duct Installer for duct insulation application, and equipment Installer for equipment insulation application. Before preparing piping and ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.8 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in Part 3 schedule articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- E. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type I III with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corp.; Duct Wrap.
 - b. Johns Manville; Microlite.
 - c. Knauf Insulation; Duct Wrap.
 - d. Manson Insulation Inc.; Alley Wrap.
 - e. Owens Corning; All-Service Duct Wrap.
- F. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide

insulation with factory-applied ASJ. For equipment applications, provide insulation with factory-applied ASJ. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. CertainTeed Corp.; Commercial Board.
- b. Fibrex Insulations Inc.; FBX.
- c. Johns Manville; 800 Series Spin-Glas.
- d. Knauf Insulation; Insulation Board.
- e. Manson Insulation Inc.; AK Board.
- f. Owens Corning; Fiberglas 700 Series.

G. Mineral-Fiber, Preformed Pipe Insulation:

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Fibrex Insulations Inc.; Coreplus 1200.
- b. Johns Manville; Micro-Lok.
- c. Knauf Insulation; 1000 Pipe Insulation.
- d. Manson Insulation Inc.; Alley-K.
- e. Owens Corning; Fiberglas Pipe Insulation.

2. Products: Subject to compliance with requirements, provide one of the following:

- a. CertainTeed Corp.; CrimpWrap.
- b. Johns Manville; MicroFlex.
- c. Knauf Insulation; Pipe and Tank Insulation.
- d. Manson Insulation Inc.; AK Flex.
- e. Owens Corning; Fiberglas Pipe and Tank Insulation.

H. Flexible Elastomeric: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials.

1. Products: Subject to compliance with requirements, provide the following:

- a. Aeroflex USA Inc.; Aerocel.
- b. Armacell LLC; AP Armaflex.
- c. K-Flex USA

2. Elastomeric insulation for exterior use: Armacell Armaflex with Alumaguard jacket.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. ASJ Adhesive and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-82.
 - b. Foster Products Corporation, H. B. Fuller Company; 85-20.
 - c. ITW TACC, Division of Illinois Tool Works; S-90/80.
 - d. Marathon Industries, Inc.; 225.
 - e. Mon-Eco Industries, Inc.; 22-25.
 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. PVC Jacket Adhesive: Compatible with PVC jacket.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Chemical Company (The); 739, Dow Silicone.
 - b. Johns-Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
 - c. P.I.C. Plastics, Inc.; Welding Adhesive.
 - d. Speedline Corporation; Speedline Vinyl Adhesive.
 2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-C-19565C, Type II.
- B. Vapor-Barrier Mastic: Water based; suitable for indoor and outdoor use on below ambient services.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-35.
 - b. Foster Products Corporation, H. B. Fuller Company; 30-90.
 - c. ITW TACC, Division of Illinois Tool Works; CB-50.
 - d. Marathon Industries, Inc.; 590.
 - e. Mon-Eco Industries, Inc.; 55-40.
 - f. Vimasco Corporation; 749.
 2. Water-Vapor Permeance: ASTM E 96, Procedure B, 0.013 perm at 43-mil dry film thickness.
 3. Service Temperature Range: Minus 20 to plus 180 deg F
 4. Solids Content: ASTM D 1644, 59 percent by volume and 71 percent by weight.
 5. Color: White.
- C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.
1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products, Division of ITW; CP-10.

- b. Foster Products Corporation, H. B. Fuller Company; 35-00.
 - c. ITW TACC, Division of Illinois Tool Works; CB-05/15.
 - d. Marathon Industries, Inc.; 550.
 - e. Mon-Eco Industries, Inc.; 55-50.
 - f. Vimasco Corporation; WC-1/WC-5.
- 2. Water-Vapor Permeance: ASTM F 1249, 3 permsat 0.0625-inch dry film thickness.
 - 3. Service Temperature Range: Minus 20 to plus 200 deg F
 - 4. Solids Content: 63 percent by volume and 73 percent by weight.
 - 5. Color: White.

2.4 FACTORY-APPLIED JACKETS

- A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
 - 1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
 - 2. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
 - 1) Dow Chemical Company (The); Saran 540 Vapor Retarder Film and Saran 560 Vapor Retarder Film.

2.5 FIELD-APPLIED JACKETS

- A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.
- B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Johns Manville; Zeston.
 - b. P.I.C. Plastics, Inc.; FG Series.
 - c. Proto PVC Corporation; LoSmoke.
 - d. Speedline Corporation; SmokeSafe.
 - 2. Adhesive: As recommended by jacket material manufacturer.
 - 3. Color: White.
 - 4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.
 - a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.
 - 5. Factory-fabricated tank heads and tank side panels.

2.6 TAPES

- A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0835.
 - b. Compac Corp.; 104 and 105.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 428 AWF ASJ.
 - d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.
 - 2. Width: 3 inches.
 - 3. Thickness: 11.5 mils.
 - 4. Adhesion: 90 ounces force/inch in width.
 - 5. Elongation: 2 percent.
 - 6. Tensile Strength: 40 lbf/inch in width.
 - 7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.
- B. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive. Suitable for indoor and outdoor applications.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0555.
 - b. Compac Corp.; 130.
 - c. Ideal Tape Co., Inc., an American Biltrite Company; 370 White PVC tape.
 - d. Venture Tape; 1506 CW NS.
 - 2. Width: 2 inches.
 - 3. Thickness: 6 mils.
 - 4. Adhesion: 64 ounces force/inch in width.
 - 5. Elongation: 500 percent.
 - 6. Tensile Strength: 18 lbf/inch in width.

2.7 SECUREMENTS

- A. Bands:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Childers Products; Bands.
 - b. PABCO Metals Corporation; Bands.
 - c. RPR Products, Inc.; Bands.
 - 2. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick, 1/2 inch wide with wing or closed seal.
 - 3. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.
- B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch diameter shank, length to suit depth of insulation indicated.

a. Products: Subject to compliance with requirements, provide one of the following:

- 1) AGM Industries, Inc.; CWP-1.
- 2) GEMCO; CD.
- 3) Midwest Fasteners, Inc.; CD.
- 4) Nelson Stud Welding; TPA, TPC, and TPS.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch wide, stainless steel or Monel.

2.8 CORNER ANGLES

- A. PVC Corner Angles: 30 mils thick, minimum 1 by 1 inch, PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
1. Verify that systems and equipment to be insulated have been tested and are free of defects.
 2. Verify that surfaces to be insulated are clean and dry.
 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.
- B. Coordinate insulation installation with the trade installing heat tracing. Comply with requirements for heat tracing that apply to insulation.
- C. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of equipment, ducts and fittings, and piping including fittings, valves, and specialties.

- B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of equipment, duct system, and pipe system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.
- G. Keep insulation materials dry during application and finishing.
- H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- I. Install insulation with least number of joints practical.
- J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
 - 1. Install insulation continuously through hangers and around anchor attachments.
 - 2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
 - 3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
 - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.
- K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.
- L. Install insulation with factory-applied jackets as follows:
 - 1. Draw jacket tight and smooth.
 - 2. Cover circumferential joints with 3-inch wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
 - 3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
 - a. For below ambient services, apply vapor-barrier mastic over staples.
 - 4. Cover joints and seams with tape as recommended by insulation material manufacturer to maintain vapor seal.

5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct and pipe flanges and fittings.
- M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.
- N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.
- O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.
- P. For above ambient services, do not install insulation to the following:
 1. Vibration-control devices.
 2. Testing agency labels and stamps.
 3. Nameplates and data plates.
 4. Manholes.
 5. Handholes.
 6. Cleanouts.

3.4 PENETRATIONS

- A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
 1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
 4. Seal jacket to roof flashing with flashing sealant.
- B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
 1. Seal penetrations with flashing sealant.
 2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
 3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
 4. Seal jacket to wall flashing with flashing sealant.
- C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

- D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions. Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.
1. Comply with requirements in Division 07 Section "Penetration Firestopping" for firestopping and fire-resistive joint sealers.
- E. Insulation Installation at Floor Penetrations:
1. Duct: Install insulation continuously through floor penetrations that are not fire rated. For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.
 2. Pipe: Install insulation continuously through floor penetrations.
 3. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 07 Section "Penetration Firestopping."

3.5 GENERAL PIPE INSULATION INSTALLATION

- A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.
- B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity, unless otherwise indicated.
 2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
 3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
 4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
 5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below ambient services, provide a design that maintains vapor barrier.

6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
 7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below ambient services and a breather mastic for above ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
 8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
 9. Stencil or label the outside insulation jacket of each union with the word "UNION." Match size and color of pipe labels.
- C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes, vessels, and equipment. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.
- D. Install removable insulation covers at locations indicated. Installation shall conform to the following:
1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
 2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
 3. Construct removable valve insulation covers in same manner as for flanges except divide the two-part section on the vertical center line of valve body.
 4. When covers are made from block insulation, make two halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
 5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 FLEXIBLE ELASTOMERIC INSULATION INSTALLATION

- A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.
- B. Insulation Installation on Pipe Flanges:
1. Install pipe insulation to outer diameter of pipe flange.

2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install mitered sections of pipe insulation.
2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed valve covers manufactured of same material as pipe insulation when available.
2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
3. Install insulation to flanges as specified for flange insulation application.
4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 MINERAL-FIBER INSULATION INSTALLATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below ambient surfaces, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

E. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

3.8 FIELD-APPLIED JACKET INSTALLATION

A. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

3.9 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation: (refer to duct insulation schedule on plans for project specific information)

1. Indoor, concealed supply and outdoor air.
2. Indoor, exposed supply and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Indoor, concealed, Type I, commercial, kitchen hood exhaust.
6. Indoor, exposed, Type I, commercial, kitchen hood exhaust.
7. Indoor, concealed oven and warewash exhaust.
8. Indoor, exposed oven and warewash exhaust.
9. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
10. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
11. Outdoor, concealed supply and return.
12. Outdoor, exposed supply and return.
13. Combustion air.

14. Ducts or plenums where the temperature difference between the interior and exterior of the duct or plenum is greater than 15F
15. Duct installed on the exterior of the building. Insulate with R12 polyisocyanurate and cover with AlumaGuard jacket unless noted otherwise on plans.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.
5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.10 DUCT INSULATION SCHEDULE

- A. Refer to plans for duct insulation schedule.

3.11 PIPING INSULATION SCHEDULE, GENERAL

- A. Refer to plans for piping insulation schedule.

END OF SECTION 230700

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Single-wall rectangular ducts and fittings.
2. Double-wall rectangular ducts and fittings.
3. Single-wall round and flat-oval ducts and fittings.
4. Double-wall round and flat-oval ducts and fittings.
5. Metal panel
6. Sheet metal materials.
7. Duct liner.
8. Sealants and gaskets.
9. Hangers and supports.

B. Related Requirements:

1. Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraint devices and installation.
2. Section 230593 "Testing, Adjusting, and Balancing for HVAC" for testing, adjusting, and balancing requirements for metal ducts.
3. Section 233116 "Nonmetal Ducts" for fibrous-glass ducts, thermoset fiber-reinforced plastic ducts, thermoplastic ducts, PVC ducts, and concrete ducts.
4. Section 233119 "HVAC Casings" for factory- and field-fabricated casings for mechanical equipment.
5. Section 233300 "Air Duct Accessories" for dampers, sound-control devices, duct-mounting access doors and panels, turning vanes, and flexible ducts.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of the following products:

1. Liners and adhesives.
2. Sealants and gaskets.

B. Shop Drawings:

1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.

2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
4. Elevations of ducts.
5. Fittings.
6. Reinforcement and spacing.
7. Seam and joint construction.
8. Penetrations through fire-rated and other partitions.
9. Equipment installation based on equipment being used on Project.
10. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
11. Hangers and supports, including methods for duct and building attachment, and vibration isolation.

C. Delegated Design Submittals:

1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.
5. Design Calculations: Calculations, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation for selecting hangers and supports and seismic restraints.

1.3 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: A single set of plans or BIM model, drawn to scale, showing the items described in this Section, and coordinated with all building trades.
 1. Refer to the front end specifications for additional requirements.
- B. Welding certificates.
- C. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible", International Mechanical Code (year indicated on cover sheet), and with performance requirements and design criteria indicated in "Duct Schedule" Article.
 1. Contractor shall install the most stringent duct thickness required by the codes and standards to meet the installation application requirements.

2.2 MANUFACTURERS

1. McGill AirFlow LLC.
2. Sheet Metal Connectors, Inc.
3. Lindab
4. Linx

2.3 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.
 1. Construct ducts of galvanized sheet steel unless otherwise indicated.
 2. For ducts exposed to weather, construct of Type 316 stainless steel indicated by manufacturer to be suitable for outdoor installation.
- B. Transverse Joints: Fabricate joints in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 1. For ducts with longest side less than 36 inches (914 mm), select joint types in accordance with Figure 2-1.
 2. For ducts with longest side 36 inches (914 mm) or greater, use flange joint connector Type T-22, T-24, T-24A, T-25a, or T-25b. Factory-fabricated flanged duct connection system may be used if submitted and approved by engineer of record.
- C. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.4 DOUBLE-WALL RECTANGULAR DUCTS AND FITTINGS

- A. Source Limitations: Obtain double-wall rectangular ducts and fittings from single manufacturer.
- B. Rectangular Ducts: Fabricate ducts with indicated dimensions for clear internal dimensions of the inner duct.
- C. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

1. Construct ducts of galvanized sheet steel unless otherwise indicated.
 2. For ducts exposed to weather, construct outer duct of Type 316 stainless steel indicated by manufacturer to be suitable for outdoor installation.
- D. Transverse Joints: Select joint types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
1. For ducts with longest side less than 36 inches (914 mm), select joint types in accordance with Figure 2-1.
 2. For ducts with longest side 36 inches (914 mm) or greater, use flange joint connector Type T-22, T-24, T-24A, T-25a, or T-25b. Factory-fabricated flanged duct connection system may be used if submitted and approved by engineer of record.
- E. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- F. Interstitial Insulation, Fibrous Glass: Duct liner complying with ASTM C1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
1. Liner thickness to be 1" unless noted otherwise on plans.
- G. Inner Duct:
1. Perforated: Minimum 24-gauge (0.7-mm) perforated galvanized sheet steel having 3/32-inch- (2.4-mm-) diameter perforations, with overall open area of 23 percent.
 - a. Provide polymer film (Vibar) to protect duct liner unless noted otherwise on plans.
 2. Solid: Minimum 24-gauge (0.7-mm) solid galvanized sheet steel
 3. Inner duct to be perforated unless noted otherwise on plans.

2.5 SINGLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

- A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.
1. Construct ducts of galvanized sheet steel unless otherwise indicated.
 2. For ducts exposed to weather, construct of Type 316 stainless steel indicated by manufacturer to be suitable for outdoor installation.
- B. Source Limitations: Obtain single-wall round and flat oval ducts and fittings from single manufacturer.
- C. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).

- D. Transverse Joints: Select joint types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Transverse Joints in Ducts Larger Than 60 inches in Diameter: Flanged.
- E. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - 1. Fabricate round ducts larger than 90 inches (2286 mm) in diameter with butt-welded longitudinal seams.
 - 2. Fabricate flat-oval ducts larger than 72 inches (1830 mm) in width (major dimension) with butt-welded longitudinal seams.
- F. Tees and Laterals: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.6 DOUBLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

- A. Source Limitations: Obtain double-wall round and flat oval ducts and fittings from single manufacturer.
- B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension) of the inner duct.
- C. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Ch. 3, "Round, Oval, and Flexible Duct," based on static-pressure class unless otherwise indicated.
 - 1. Construct ducts of galvanized sheet steel unless otherwise indicated.
 - 2. For ducts exposed to weather, construct outer duct of Type 316 stainless steel indicated by manufacturer to be suitable for outdoor installation.
 - 3. Transverse Joints: Select joint types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
 - a. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.
 - 4. Longitudinal Seams: Select seam types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct

Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

- a. Fabricate round ducts larger than 90 inches (2286 mm) in diameter with butt-welded longitudinal seams.
 - b. Fabricate flat-oval ducts larger than 72 inches (1830 mm) in width (major dimension) with butt-welded longitudinal seams.
5. Tees and Laterals: Select types and fabricate in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
- D. Inner Duct:
1. Perforated: Minimum 24-gauge (0.7-mm) perforated galvanized sheet steel having 3/32-inch- (2.4-mm-) diameter perforations, with overall open area of 23 percent.
 - a. Provide polymer film (Vibar) to protect duct liner unless noted otherwise on plans.
 2. Solid: Minimum 24-gauge (0.7-mm) solid galvanized sheet steel
 3. Inner duct to be perforated unless noted otherwise on plans.
- E. Interstitial Insulation, Fibrous Glass: Duct liner complying with ASTM C1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
1. Liner thickness to be 1" unless noted otherwise on plans.

2.7 METAL PANEL

- A. "Metal panel" refers to a double walled sandwich panel consisting of minimum 24-gauge G90 galvanized steel sheets surrounding fiberglass board insulation. Board insulation thickness to be 1.5" unless noted otherwise on plans.
- B. Plenum boxes to be constructed of double walled insulated metal panel. Insulation thickness to be 1.5" unless noted otherwise on plans.

2.8 SHEET METAL MATERIALS

- A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials are to be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.
- B. Galvanized Sheet Steel: Comply with ASTM A653/A653M.
1. Galvanized Coating Designation: G90.
 2. Finishes for Surfaces Exposed to View: Mill phosphatized.
 3. Finish for ductwork that will be painted: paint grip.

- C. Stainless Steel Sheets: Comply with ASTM A480/A480M, Type 304 or 316, as indicated in "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish is to be No. 2B, No. 2D, No. 3, or No. 4 as indicated in "Duct Schedule" Article.
- D. Aluminum Sheets: Comply with ASTM B209 (ASTM B209M) Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.
- E. Reinforcement Shapes and Plates: ASTM A36/A36M, steel plates, shapes, and bars; black and galvanized.
 - 1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.
- F. Tie Rods: Galvanized steel, 1/4-inch- (6-mm-) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch- (10-mm-) minimum diameter for lengths longer than 36 inches (900 mm).

2.9 DUCT LINER

- A. Fibrous-Glass Duct Liner: Comply with ASTM C1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."
 - 1. Manufacturers:
 - a. Knauf: Atmosphere
 - b. Johns Mansville: Linacoustic RC-HP
 - c. Owens Corning: QuietR
 - 2. Source Limitations: Obtain fibrous-glass duct liner from single manufacturer.
 - a. Duct liner to be GreenGuard Gold certified.
 - 3. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.
- B. Flexible Elastomeric Duct Liner: Preformed, cellular, closed-cell, sheet materials complying with ASTM C534/C534M, Type II, Grade 1; and with NFPA 90A or NFPA 90B.
 - 1. Manufacturers:
 - a. ArmaCell: ArmaFlex
 - b. K-flex
 - 2. Source Limitations: Obtain flexible elastomeric duct liner from single manufacturer.
 - 3. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.
 - 4. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.
- C. Insulation Pins and Washers:
 - 1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- (2.6-mm-) or 0.135-inch- (3.5-

- mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized steel, aluminum, or stainless steel (match duct material); with beveled edge sized as required to hold insulation securely in place, but not less than 1-1/2 inches (38 mm) in diameter.
- D. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 7-11, "Flexible Duct Liner Installation."
1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.
 2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
 3. Butt transverse joints without gaps, and coat joint with adhesive.
 4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
 5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.
 6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm (12.7 m/s) or greater.
 7. Secure liner with mechanical fasteners 4 inches (100 mm) from corners and at intervals not exceeding 12 inches (300 mm) transversely; at 3 inches (75 mm) from transverse joints and at intervals not exceeding 18 inches (450 mm) longitudinally.
 8. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
 - a. Fan discharges.
 - b. Intervals of lined duct preceding unlined duct.
 - c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm (12.7 m/s) or where indicated.
 9. Secure insulation between perforated sheet metal inner duct of same thickness as specified for outer shell. Use mechanical fasteners that maintain inner duct at uniform distance from outer shell without compressing insulation.
 - a. Sheet Metal Inner Duct Perforations: 3/32-inch (2.4-mm) diameter, with an overall open area of 23 percent.
 10. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

2.10 SEALANT AND GASKETS

- A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets are to be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested in accordance with UL 723; certified by an NRTL.
- B. Water-Based Joint and Seam Sealant:
 - 1. Application Method: Brush on.
 - 2. Solids Content: Minimum 65 percent.
 - 3. Shore A Hardness: Minimum 20.
 - 4. Water resistant.
 - 5. Mold and mildew resistant.
 - 6. VOC: Maximum 75 g/L (less water).
 - 7. Maximum Static-Pressure Class: 10 inch wg (2500 Pa), positive and negative.
 - 8. Service: Indoor or outdoor.
 - 9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.
- C. Flanged Joint Sealant: Comply with ASTM C920.
 - 1. General: Single-component, acid-curing, silicone, elastomeric.
 - 2. Type: S.
 - 3. Grade: NS.
 - 4. Class: 25.
 - 5. Use: O.
- D. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.
- E. Round Duct Joint O-Ring Seals:
 - 1. Seal is to provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg (0.14 L/s per sq. m at 250 Pa) and is to be rated for 10-inch wg (2500-Pa) static-pressure class, positive or negative.
 - 2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
 - 3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.11 HANGERS AND SUPPORTS

- A. Hanger Rods for Noncorrosive Environments: Galvanized-steel rods and nuts.
- B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.
- C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."
- D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A603.

- E. Steel Cables for Stainless Steel Ducts: Stainless steel complying with ASTM A492.
- F. Steel Cable End Connections: Galvanized-steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.
- G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.
- H. Trapeze and Riser Supports:
 - 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
 - 2. Supports for Stainless Steel Ducts: Stainless steel shapes and plates.
 - 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and coordination drawings.
- B. Install ducts in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.
- C. Install ducts in maximum practical lengths with fewest possible joints.
- D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.
- E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.
- F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.
- G. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.
- H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.
- I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches (38 mm).
- J. Install fire, combination fire/smoke, and smoke dampers where indicated on Drawings and as required by code, and by local authorities having jurisdiction. Comply with requirements in

Section 233300 "Air Duct Accessories" for fire and smoke dampers and specific installation requirements of the damper UL listing.

- K. Install heating coils, cooling coils, air filters, dampers, and all other duct-mounted accessories in air ducts where indicated on Drawings.
- L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials both before and after installation. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."
- M. Elbows: Use long-radius elbows wherever they fit.
 - 1. Fabricate 90-degree rectangular mitered elbows to include turning vanes.
 - 2. Fabricate 90-degree round elbows with a minimum of three segments for 12 inches (300 mm) and smaller and a minimum of five segments for 14 inches (350 mm) and larger.
- N. Branch Connections: Use lateral or conical branch connections.

3.2 INSTALLATION OF EXPOSED DUCTWORK

- A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.
- B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.
- C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.
- D. Maintain consistency, symmetry, and uniformity in arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.
- E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 ADDITIONAL INSTALLATION REQUIREMENTS FOR TYPE 1 COMMERCIAL KITCHEN GREASE HOOD EXHAUST DUCT

- A. Install ducts in accordance with NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operation"; SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; and SMACNA's "Kitchen Ventilation Systems and Food Service Equipment Fabrication and Installation Guidelines" unless otherwise indicated.
- B. Install all ducts without dips and traps that may hold grease, and sloped a minimum of 2 percent to drain grease back to the hood.
- C. All ducts exposed to view are to be constructed of stainless steel as per "Duct Schedule" Article. All ducts concealed from view are to be stainless steel as per "Duct Schedule" Article.

- D. All joints are to be welded and are to be telescoping, bell, or flange joint as per NFPA 96.
- E. Install fire-rated access panel assemblies at each change in direction and at maximum intervals of 20 feet in horizontal ducts, not more than 10 feet from changes in direction greater than 45 degrees, and at every floor for vertical ducts, or as indicated on Drawings.
- F. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.

3.4 ADDITIONAL INSTALLATION REQUIREMENTS FOR EXHAUST DUCTS SERVING COMMERCIAL DISHWASHERS AND OTHER HIGH-HUMIDITY LOCATIONS

- A. Install dishwasher exhaust ducts and other exhaust ducts from wet, high-humidity locations without dips and traps that may hold water. Slope ducts a minimum of 2 percent back to dishwasher or toward drain.
- B. Provide a drain pocket at each low point and at the base of each riser with a 1-inch (25-mm) trapped copper drain from each drain pocket to open site floor drain.
- C. Minimize number of transverse seams.
- D. Do not locate longitudinal seams on bottom of duct.

3.5 ADDITIONAL INSTALLATION REQUIREMENTS FOR LABORATORY EXHAUST AND FUME HOOD EXHAUST DUCTS

- A. Install ducts in accordance with NFPA 45, "Fire Protection for Laboratories Using Chemicals."
- B. Install exhaust ducts without dips and traps that may hold water. Slope ducts a minimum of 2 percent back to hood or inlet. Where indicated on Drawings, install trapped drain piping.
- C. Connect duct to fan, fume hood, and other equipment indicated on Drawings.

3.6 DUCTWORK EXPOSED TO WEATHER

- A. All external joints are to have secure watertight mechanical connections. Seal all openings to provide weatherproof construction.
- B. Construct ductwork to resist external loads of wind, snow, ice, and other effects of weather. Provide necessary supporting structures.
- C. Single Wall:
 - 1. Ductwork is to be Type 316 stainless steel.
 - 2. Where ducts have external insulation, provide weatherproof AlumaGuard jacket, 55 mils thick. Refer to duct insulation schedule on plans and duct schedule in this document for more information.

D. Double Wall:

1. Ductwork complies with requirements in "Double-Wall Rectangular Ducts and Fittings" or "Double-Wall Round and Flat-Oval Ducts and Fittings" Article.
2. Ductwork outer wall is to be Type 316 stainless steel indicated by manufacturer to be suitable for outdoor installation.
3. Provide interstitial insulation.

3.7 DUCT SEALING

- A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article in accordance with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

3.8 HANGER AND SUPPORT INSTALLATION

- A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."
- B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.
1. Where practical, install concrete inserts before placing concrete.
 2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
 3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches (100 mm) thick.
 4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.
 5. Do not use powder-actuated concrete fasteners for seismic restraints. Coordinate with Section 230548 "Vibration and Seismic Controls for HVAC."
- C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches (610 mm) of each elbow and within 48 inches (1220 mm) of each branch intersection.
- D. Hangers Exposed to View: Threaded rod and angle or channel supports.
- E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet (5 m).
- F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.9 SEISMIC-RESTRAINT-DEVICE INSTALLATION

- A. See Section 230548 "Vibration and Seismic Controls for HVAC" for seismic restraint installation requirements.

3.10 DUCTWORK CONNECTIONS

- A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.11 PAINTING

- A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer. Paint materials and application requirements are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- B. Galvanized ductwork that is to be painted shall be installed with paintgrip galvanized finish.

3.12 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Leakage Tests:
 - 1. Comply with SMACNA's "HVAC Air Duct Leakage Test Manual." Submit a test report for each test.
 - 2. Test the following systems:
 - a. Ducts with a Pressure Class Higher Than 3-Inch wg (750 Pa); ducts located outdoors: Test representative duct sections totaling no less than 25 percent of total installed duct area for each designated pressure class.
 - 3. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
 - 4. Testing of each duct section is to be performed with access doors, coils, filters, dampers, and other duct-mounted devices in place as designed. No devices are to be removed or blanked off so as to reduce or prevent additional leakage.
 - 5. Test for leaks before applying external insulation.
 - 6. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
 - 7. Give seven days' advance notice for testing.

3.13 DUCT CLEANING

- A. Clean new duct system(s) before testing, adjusting, and balancing.
- B. For cleaning of existing ductwork, see Section 230130.52 "Existing HVAC Air Distribution System Cleaning."
- C. Use duct cleaning methodology as indicated in NADCA ACR.
- D. Use service openings for entry and inspection.
 - 1. Provide openings with access panels appropriate for duct static-pressure and leakage class at dampers, coils, and any other locations where required for inspection and cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
 - 2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
 - 3. Remove and reinstall ceiling to gain access during the cleaning process.
- E. Particulate Collection and Odor Control:
 - 1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
 - 2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.
- F. Clean the following components by removing surface contaminants and deposits:
 - 1. Air outlets and inlets (registers, grilles, and diffusers).
 - 2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.
 - 3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
 - 4. Coils and related components.
 - 5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
 - 6. Supply-air ducts, dampers, actuators, and turning vanes.
 - 7. Dedicated exhaust and ventilation components and makeup air systems.
- G. Mechanical Cleaning Methodology:
 - 1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
 - 2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
 - 3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.

4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans in accordance with NADCA ACR. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents in accordance with manufacturer's written instructions after removal of surface deposits and debris.

3.14 STARTUP

- A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.15 DUCT SCHEDULE

- A. Fabricate ducts with galvanized sheet steel except as otherwise indicated and as follows:
 1. Fabricate all ducts to achieve SMACNA pressure class, seal class, and leakage class as indicated below.
 2. Underground Ducts: BlueDuct
- B. Supply Ducts
 1. Supply Ducts Connected to Air Handling Units – (0-2" ESP):
 - a. Pressure Class: Positive 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 4.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
 2. Supply Ducts Connected to Air Handling Units – (2-3" ESP):
 - a. Pressure Class: Positive 3-inch wg.
 - b. Minimum SMACNA Seal Class: A
 - c. SMACNA Leakage Class for Rectangular: 4
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
 3. Supply Ducts Connected to Air Handling Units – (3-4" ESP):
 - a. Pressure Class: Positive 4-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 4.
 - d. SMACNA Leakage Class for Round and Flat Oval: 2.
- C. Return Ducts:
 1. Ducts Connected to Air Handling Units:
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 4.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.

D. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
 - a. Pressure Class: Negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A, negative or positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 4.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
2. Ducts Connected to Fans Exhausting Laboratory and Process (ASHRAE 62.1, Class 3 and 4) Air:
 - a. Type 316, stainless-steel sheet.
 - 1) Exposed to View: No. 4 finish.
 - 2) Concealed: No. 2B finish.
 - b. Pressure Class: Positive or negative 3-inch wg.
 - c. Minimum SMACNA Seal Class: A.
 - d. SMACNA Leakage Class: 4.
3. Ducts Connected to dryer exhaust.
 - a. 316 stainless steel.
 - b. Minimum SMACNA Seal Class: A, negative or positive pressure.
 - c. SMACNA Leakage Class for Rectangular: 4.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.
4. Ducts Connected to Commercial Kitchen Hoods: Comply with NFPA 96.
 - a. Exposed to View: Type 304, stainless-steel sheet, No. 4 finish.
 - b. Concealed: Type 304, stainless-steel sheet, No. 2D finish
 - c. Welded seams and joints.
 - d. Pressure Class: Positive or negative 2-inch wg
 - e. Airtight/watertight
5. Ducts Connected to Dishwashers, Dishwasher Hoods, and Other High-Humidity Locations:
 - a. Type 304, stainless steel sheet.
 - b. Exposed to View: No. 4 finish.
 - c. Concealed: No. 2D finish.
 - d. Welded longitudinal seams; welded or flanged transverse joints with watertight EPDM gaskets.
 - e. Pressure Class: Positive or negative 2-inch wg.
 - f. Airtight/watertight.
6. Outdoor-Air (Not Filtered, Heated, or Cooled):
 - a. Pressure Class: Positive or negative 2-inch wg.
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 4.
 - d. SMACNA Leakage Class for Round and Flat Oval: 4.

- E. Intermediate Reinforcement:
1. Galvanized-Steel Ducts: Galvanized steel.
 2. Stainless-Steel Ducts:
 - a. Exposed to Airstream: Match duct material.
 - b. Not Exposed to Airstream: Match duct material.
 3. Aluminum Ducts: Aluminum
- F. Liner – Duct systems requiring liner are indicated on plans; refer to plans for thickness and R-value. Where liner is indicated on plans, provide material listed below:
1. Supply-Air Ducts: Fiberglass, Type I
 2. Return-Air Ducts: Fiberglass, Type I
 3. Exhaust-Air Ducts: Fiberglass, Type I
 4. Supply Fan Plenums: Fiberglass, Type I
 5. Return- and Exhaust-Fan Plenums: Fiberglass, Type I
 6. Transfer Ducts: Fiberglass, Type I
 7. Outside-Air Ducts: Elastomeric
 8. For exterior ductwork: provide duct type and liner type indicated for air system type. In addition to any liner indicated, provide AlumaGuard wrap (55 mils) over foil-faced board insulation.
- G. Double-Wall Duct Interstitial Insulation – Refer to plans for thickness:
1. Supply-Air Ducts: Fiberglass
 2. Return-Air Ducts: Fiberglass
 3. Exhaust-Air Ducts: Fiberglass
 4. Outside-Air Ducts: Fiberglass, with polymer film to protect insulation
- H. Elbow Configuration:
1. Rectangular Duct - Requirements for All Velocities: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."
 - a. Radius Type RE 1 with minimum 1.5 radius-to-diameter ratio.
 - b. Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio (only where shown on plans and velocity < 1500 fpm)
 - c. Radius Type RE 3 with minimum 1.0 radius-to-diameter ratio and two vanes.
 - d. Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."
 2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."
 - a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-

1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

- 1) Radius-to Diameter Ratio: 1.5.
- 2) Radius-to Diameter Ratio: 1.0 (only where shown on plans and velocity < 1500 fpm)

- b. Round Elbows, 12 Inches and Smaller in Diameter: Stamped or pleated.
- c. Round Elbows, 14 Inches and Larger in Diameter: Welded.

I. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."
 - a. Rectangular Main to Rectangular Branch: 45-degree entry.
 - b. Rectangular Main to Round Branch: Conical spin in or high efficiency takeoff.
2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
 - a. Velocity 1000 fpm (5 m/s) or Lower: 90-degree tap.
 - b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s): Conical tap.
 - c. Velocity 1500 fpm (7.6 m/s) or Higher: 45-degree lateral.

J. Transitions:

1. Converging or diverging: Maximum 30 degrees.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Backdraft and pressure relief dampers.
 - 2. Manual volume dampers.
 - 3. Turning vanes.
 - 4. Duct mounted access doors
 - 5. Flexible connectors.
 - 6. Flexible ducts.
 - 7. Fire dampers
 - 8. Combination fire and smoke dampers.
 - 9. Control dampers

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. For duct silencers, include pressure drop and dynamic insertion loss data. Include breakout noise calculations for high transmission loss casings.
- B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.
 - 1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
 - a. Special fittings.
 - b. Manual volume damper installations.
 - c. Control-damper installations.

- d. Fire-damper, smoke-damper, combination fire- and smoke-damper, ceiling, and corridor damper installations, including sleeves; and duct-mounted access doors and remote damper operators.
- e. Duct security bars.
- f. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.
- B. Source quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 - PRODUCTS

2.1 ASSEMBLY DESCRIPTION

- A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."
- B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

2.2 MATERIALS

- A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.
 - 1. Galvanized Coating Designation: G90.
 - 2. Exposed-Surface Finish: Mill phosphatized.

- B. Aluminum Sheets: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.
- C. Extruded Aluminum: Comply with ASTM B 221 (ASTM B 221M), Alloy 6063, Temper T6.
- D. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.
- E. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.3 BACKDRAFT AND PRESSURE RELIEF DAMPERS

- A. Manufacturers:
 - 1. Air Balance, Inc.
 - 2. Greenheck.
 - 3. Penn Ventilation Company, Inc.
 - 4. Prefco Products, Inc.
 - 5. Ruskin Company.
 - 6. Vent Products Company, Inc.
- B. Description: Multiple-blade, parallel action gravity balanced, with blades of maximum 4-inch width, with sealed edges, assembled in rattle-free manner with 90-degree stop, steel ball bearings, and axles; adjustment device to permit setting for varying differential static pressure.
- C. Frame: 0.063-inch- thick extruded aluminum, with welded corners and mounting flange.
- D. Blades: 0.025-inch- thick, roll-formed aluminum.
- E. Blade Seals: Neoprene.
- F. Blade Axles: Nonferrous.
- G. Tie Bars and Brackets: Aluminum.
- H. Return Spring: Adjustable tension.

2.4 MANUAL VOLUME DAMPERS

- A. Manufacturers:
 - 1. Air Balance, Inc.
 - 2. METALAIRE, Inc.
 - 3. Penn Ventilation Company, Inc.
 - 4. Ruskin Company.
 - 5. Vent Products Company, Inc.
- B. General Description: Factory fabricated, with required hardware and accessories. Stiffen damper blades for stability. Include locking device to hold single-blade dampers in a fixed

position without vibration. Close duct penetrations for damper components to seal duct consistent with pressure class.

1. Pressure Classes of 3-Inch wg or Higher: End bearings or other seals for ducts with axles full length of damper blades and bearings at both ends of operating shaft.
- C. Standard Volume Dampers: Multiple- or single-blade, parallel- or opposed-blade design as indicated, standard leakage rating, with linkage outside airstream, and suitable for horizontal or vertical applications.
 1. Steel Frames: Hat-shaped, galvanized sheet steel channels, minimum of 0.064 inch thick, with mitered and welded corners; frames with flanges where indicated for attaching to walls and flangeless frames where indicated for installing in ducts.
 2. Roll-Formed Steel Blades: 0.064-inch- thick, galvanized sheet steel.
 3. Blade Axles: Galvanized steel.
 4. Bearings: Stainless-steel sleeve.
 5. Tie Bars and Brackets: Galvanized steel.
- D. Jackshaft: 1-inch- diameter, galvanized-steel pipe rotating within pipe-bearing assembly mounted on supports at each mullion and at each end of multiple-damper assemblies.
 1. Length and Number of Mountings: Appropriate to connect linkage of each damper in multiple-damper assembly.
- E. Damper Hardware: Locking quadrant with graduated scale. Include center hole to suit damper operating-rod size. Include elevated platform for insulated duct mounting.
- F. Provide volume dampers at all supply/return/exhaust diffuser locations and at branch takeoffs.

2.5 TURNING VANES

- A. Fabricate to comply with SMACNA's "HVAC Duct Construction Standards--Metal and Flexible" for vanes and vane runners. Vane runners shall automatically align vanes.
- B. Manufactured Turning Vanes: Fabricate 1-1/2-inch- wide, single-vane, curved blades of galvanized sheet steel set 3/4 inch o.c.; support with bars perpendicular to blades set 2 inches o.c.; and set into vane runners suitable for duct mounting.
 1. Manufacturers:
 - a. Ductmate Industries, Inc.
 - b. Duro Dyne Corp.
 - c. METALAIRE, Inc.
 - d. Ward Industries, Inc.

2.6 DUCT-MOUNTED ACCESS DOORS

- A. General Description: Fabricate doors airtight and suitable for duct pressure class.

- B. Door: Double wall, duct mounting, and rectangular; fabricated of galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class. Include vision panel where indicated. Include 1-by-1-inch butt or piano hinge and cam latches.

1. Manufacturers:

- a. American Warming and Ventilating.
- b. CESCO Products.
- c. Ductmate Industries, Inc.
- d. Flexmaster U.S.A., Inc.
- e. Greenheck.
- f. McGill AirFlow Corporation.
- g. Ventfabrics, Inc.
- h. Ward Industries, Inc.

2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

3. Provide number of hinges and locks as follows:

- a. Less Than 12 Inches Square: Secure with two sash locks.
- b. Up to 18 Inches Square: Two hinges and two sash locks.
- c. Up to 24 by 48 Inches: Three hinges and two compression latches.
- d. Sizes 24 by 48 Inches and Larger: One additional hinge.

- C. Seal around frame attachment to duct and door to frame with neoprene or foam rubber.

- D. Insulation: 1-inch- thick, fibrous-glass or polystyrene-foam board.

2.7 FLEXIBLE DUCTS

A. Manufacturers:

1. Flexmaster U.S.A., Inc.
2. Hart & Cooley, Inc.
3. McGill AirFlow Corporation.

- B. Insulated-Duct Connectors: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; polyethylene vapor barrier film.

1. Pressure Rating: 10-inch wg positive and 1.0-inch wg negative.
2. Maximum Air Velocity: 4000 fpm.
3. Temperature Range: Minus 10 to plus 160 deg F.

2.8 FIRE DAMPERS

A. Manufacturers:

1. Air Balance, Inc.
2. Greenheck.
3. METALAIR, Inc.
4. Penn Ventilation Company, Inc.

5. Prefco Products, Inc.
 6. Ruskin Company.
 7. Vent Products Company, Inc.
- B. Type: Dynamic; rated and labeled according to UL 555 by an NRTL.
 - C. Fire Rating: 1-1/2 and 3 hours.
 - D. Frame: Curtain type with blades outside airstream; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.
 - E. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.
 1. Minimum Thickness: 0.052 or 0.138 inch thick as indicated and of length to suit application.
 2. Exceptions: Omit sleeve where damper frame width permits direct attachment of perimeter mounting angles on each side of wall or floor, and thickness of damper frame complies with sleeve requirements.
 - F. Mounting Orientation: Vertical or horizontal as indicated.
 - G. Blades: Roll-formed, interlocking, 0.034-inch- thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- thick, galvanized-steel blade connectors.
 - H. Horizontal Dampers: Include blade lock and stainless-steel closure spring.
 - I. Fusible Links: Replaceable, 165 deg F rated.

2.9 COMBINATION FIRE AND SMOKE DAMPERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Air Balance Inc.; a division of Mestek, Inc.
 2. Cesco Products; a division of Mestek, Inc.
 3. Greenheck Fan Corporation.
 4. Nailor Industries Inc.
 5. Ruskin Company.
 6. System Sensor
- B. Type: Dynamic; rated and labeled according to UL 555 and UL 555S by an NRTL.
- C. Closing rating in ducts up to 4-inch wg static pressure class and minimum 4000-fpm velocity.
- D. Fire Rating: 3 hours.
- E. Frame: Multiple-blade type; fabricated with roll-formed, 0.034-inch-thick galvanized steel; with mitered and interlocking corners.
- F. Heat-Responsive Device: Replaceable, 165 deg F rated, fusible links.

- G. Heat-Responsive Device: Electric resettable link and switch package, factory installed, rated.
- H. Smoke Detector: Integral, factory wired for single-point connection.
- I. Blades: Roll-formed, horizontal, interlocking, 0.034-inch-thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch-thick, galvanized-steel blade connectors.
- J. Leakage: Class I
- K. Rated pressure and velocity to exceed design airflow conditions.
- L. Mounting Sleeve: Factory-installed, 0.052-inch-thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.
- M. Master control panel for use in dynamic smoke-management systems.
- N. Damper Motors: two-position action, 24VDC, Belimo.
- O. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."
 - 1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
 - 2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Division 26 Sections.
 - 3. Permanent-Split-Capacitor or Shaded-Pole Motors: With oil-immersed and sealed gear trains.
 - 4. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf and breakaway torque rating of 150 in. x lbf.
 - 5. Outdoor Motors and Motors in Outdoor-Air Intakes: Equip with O-ring gaskets designed to make motors weatherproof. Equip motors with internal heaters to permit normal operation at minus 40 deg F.
 - 6. Nonspring-Return Motors: For dampers larger than 25 sq. ft, size motor for running torque rating of 150 in. x lbf and breakaway torque rating of 300 in. x lbf.
 - 7. Electrical Connection: 24 VDC
- P. Accessories:
 - 1. Auxiliary switches for signaling.
 - 2. Test and reset switches, remote mounted.

2.10 CONTROL DAMPERS

- A. Manufacturers:
 - 1. Air Balance, Inc.

2. Greenheck.
 3. METALAIRE, Inc.
 4. Penn Ventilation Company, Inc.
 5. Ruskin Company.
 6. Vent Products Company, Inc.
- B. General Description: Low leak airfoil damper. Leakage <3 cfm/sf at 1" static pressure. AMCA Class 1A.
- C. Basis of design product: Ruskin CD50.
- D. Construction
1. Frame: extruded aluminum hat channel, minimum 0.125" wall thickness
 2. Blades: 6" wide , heavy gauge extruded aluminum, airfoil shape
 3. Seals: neoprene edge seals, flexible metal compressible jamb seals
 4. Bearings: molded synthetic
 5. Linkage: concealed in frame
 6. Axles: 0.5" plated steel hex
 7. Operating Temperature Range: -72F to 275F

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.
- B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.
- C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.
- D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.
 1. Install steel volume dampers in steel ducts.
 2. Install aluminum volume dampers in aluminum ducts.
- E. Install volume dampers at all ventilation outlets for balancing.
- F. Set dampers to fully open position before testing, adjusting, and balancing.
- G. Install test holes at fan inlets and outlets and elsewhere as indicated.
- H. Install access doors with swing against duct static pressure.

- I. Provide access doors for fire dampers, combination fire/smoke dampers, and motorized control dampers where ducts would otherwise prevent access to these components.
- J. Access Door Sizes:
 - 1. One-Hand or Inspection Access: 8 by 5 inches
 - 2. Two-Hand Access: 12 by 6 inches
 - 3. Head and Hand Access: 18 by 10 inches
 - 4. Head and Shoulders Access: 21 by 14 inches
 - 5. Body Access: 25 by 14 inches
 - 6. Body plus Ladder Access: 25 by 17 inches
- K. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.
- L. Install flexible connectors to connect ducts to equipment.
- M. For fans developing static pressures of 5-inch wg (1250 Pa) and more, cover flexible connectors with loaded vinyl sheet held in place with metal straps.
- N. Connect terminal units to supply ducts directly or with maximum 12-inch lengths of flexible duct. Do not use flexible ducts to change directions.
- O. Connect diffusers or light troffer boots to ducts directly or with maximum 60-inch lengths of flexible duct clamped or strapped in place.
- P. Connect flexible ducts to metal ducts with draw bands
- Q. Install duct test holes where required for testing and balancing purposes.
- R. Install thrust limits at centerline of thrust, symmetrical on both sides of equipment. Attach thrust limits at centerline of thrust and adjust to a maximum of 1/4-inch (6-mm) movement during start and stop of fans.

3.2 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Operate dampers to verify full range of movement.
 - 2. Inspect locations of access doors and verify that purpose of access door can be performed.
 - 3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
 - 4. Inspect turning vanes for proper and secure installation.
 - 5. Operate remote damper operators to verify full range of movement of operator and damper.

3.3 ADJUSTING

- A. Final positioning of manual-volume dampers is specified in Division 23 Section "Testing, Adjusting, and Balancing."

END OF SECTION 233300

SECTION 233713 - DIFFUSERS, REGISTERS, AND GRILLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Ceiling diffusers.
 - 2. Rectangular and square ceiling diffusers.
 - 3. Linear slot diffusers.
 - 4. Fixed face registers and grilles.

- B. Related Sections:

- 1. Division 08 Section "Louvers and Vents" for fixed and adjustable louvers and wall vents, whether or not they are connected to ducts.
 - 2. Division 23 Section "Air Duct Accessories" for fire and smoke dampers and volume-control dampers not integral to diffusers, registers, and grilles.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated, include the following:

- 1. Data Sheet: Indicate materials of construction, finish, and mounting details; and performance data including throw and drop, static-pressure drop, and noise ratings.
 - 2. Diffuser, Register, and Grille Schedule: Indicate drawing designation, room location, quantity, model number, size, and accessories furnished.

PART 2 - PRODUCTS

2.1 CEILING DIFFUSERS

- A. Rectangular and Square Ceiling Diffusers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. METALAIRE, Inc.
 - b. Price Industries
 - c. Titus.
2. Devices shall be specifically designed for variable-air-volume flows.
3. Material: Steel.
4. Finish: Baked enamel, white.
5. Face Size: 24 by 24 inches.
6. Face Style: Plaque.
7. Mounting: T-bar.
8. Pattern: Fixed.
9. Dampers: None.
10. Provide plaster frame at drywall ceilings.

2.2 CEILING LINEAR SLOT OUTLETS

A. Linear Slot Diffuser :

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. METALAIRE, Inc.
 - b. Price Industries
 - c. Titus.
2. Devices shall be specifically designed for variable-air-volume flows.
3. Material - Aluminum
4. Finish – Arch to select.
5. Plenum – 24 gauge steel with fiberglass insulation
6. Trim – Provide all ends, corners, and mounting accessories as required.

2.3 REGISTERS AND GRILLES

A. Grilles:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Metalaire
 - b. Price Industries
 - c. Titus.
2. Material: Steel, Aluminum.
3. Finish: Baked enamel, white; aluminum
4. Frame: 1-1/4- inch wide, countersunk screw holes, welded corners.

2.4 SOURCE QUALITY CONTROL

- A. Verification of Performance: Rate diffusers, registers, and grilles according to ASHRAE 70, "Method of Testing for Rating the Performance of Air Outlets and Inlets."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where diffusers, registers, and grilles are to be installed for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install diffusers, registers, and grilles level and plumb.
- B. Ceiling-Mounted Outlets and Inlets: Drawings indicate general arrangement of ducts, fittings, and accessories. Air outlet and inlet locations have been indicated to achieve design requirements for air volume, noise criteria, airflow pattern, throw, and pressure drop. Make final locations where indicated, as much as practical. For units installed in lay-in ceiling panels, locate units in the center of panel. Where architectural features or other items conflict with installation, notify Architect for a determination of final location.
- C. Install diffusers, registers, and grilles with airtight connections to ducts and to allow service and maintenance of dampers, air extractors, and fire dampers.

3.3 ADJUSTING

- A. After installation, adjust diffusers, registers, and grilles to air patterns indicated, or as directed, before starting air balancing.

END OF SECTION 233713

SECTION 237413 - PACKAGED, OUTDOOR, ROOFTOP UNITS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes packaged, outdoor, rooftop units with the following components and accessories:
 - 1. Packaged rooftop unit.
 - 2. Heat exchanger.
 - 3. Refrigeration components
 - 4. Unit operating controls.
 - 5. Electrical power connections.
 - 6. Operation and maintenance service.
 - 7. Roof curb.

1.3 DEFINITIONS

- A. DDC: Direct-digital controls.
- B. ECM: Electrically commutated motor.
- C. Outdoor-Air Refrigerant Coil: Refrigerant coil in the outdoor-air stream to reject heat during cooling operations and to absorb heat during heating operations. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- D. Outdoor-Air Refrigerant-Coil Fan: The outdoor-air refrigerant-coil fan in RTUs. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- E. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, outdoor, central-station air-handling units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.

- F. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.
- G. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations and to reject heat (provide heating) during heating operations. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design RTU supports to comply with wind and seismic performance requirements, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Seismic Performance: RTUs shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

1.5 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, manufacturer's installation instructions, furnished specialties, and accessories.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 1. Wiring Diagrams: Power, signal, and control wiring.

1.6 INFORMATIONAL SUBMITTALS

- A. Manufacturer Wind Loading Qualification Certification: Submit certification that specified equipment will withstand wind forces identified in "Performance Requirements" Article and in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculations.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of wind force and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.

- B. Manufacturer Seismic Qualification Certification: Submit certification that RTUs, accessories, and components will withstand seismic forces defined in "Performance Requirements" Article and in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Coordination Drawings: Plans and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
 - 1. Structural members to which RTUs will be attached.
 - 2. Roof openings
 - 3. Roof curbs and flashing.
 - 4. Indicate all required equipment clearances.
 - 5. Maintain clearances to outside air intakes from plumbing vent or other vent systems.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For RTUs to include in emergency, operation, and maintenance manuals.
 - 1. include manufacturer's descriptive literature, operating instructions, cleaning procedures, replacement parts list and maintenance and repair data to installing contractor for inclusion in project manual.
- F. Warranty: Special warranty specified in this Section.
- G. Acoustics: Manufacture of packaged rooftop equipment shall provide indoor and outdoor sound power level data across all major octave band center frequencies for cataloged operating range of unit at gross cooling capacity range. Data shall be obtained in conformance with ARI Standard 260 - Sound Rating of Ducted Air Moving and Conditioning Equipment.

1.7 QUALITY ASSURANCE

- A. ARI Compliance:
 - 1. Comply with ARI 210/240 and ARI 340/360 for testing and rating energy efficiencies for RTUs.
 - 2. Comply with ARI 270 for testing and rating sound performance for RTUs.
- B. ASHRAE Compliance:
 - 1. Comply with ASHRAE 15 for refrigeration system safety.
 - 2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
 - 3. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

- C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- D. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.
- E. UL Compliance: Comply with UL 1995.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within specified warranty period.
 - 1. Provide 2 year manufacturer's non-prorated warranty on all parts and labor from date of substantial completion.
 - 2. Provide additional non-prorated warranty on parts only for years 3 through 5 for compressors.
 - 3. Provide additional non-prorated warranty on parts only for years 3 through 15 for heat exchanger.
 - 4. Warranty shall include all control components installed by the factory mounted on the unit.

1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fan Belts: One set for each belt-driven fan.
 - 2. Filters: One set of filters for each unit.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product indicated on Drawings or a comparable product by one of the following:
 - 1. Trane
 - 2. AAON
 - 3. Daikin

2.2 GENERAL UNIT DESCRIPTION

- A. Unit(s) furnished and installed shall be packaged rooftop (s) as scheduled on contract documents and these specifications. Cooling capacity ratings shall be based on ARI Standard. Unit(s) shall consist of insulated weather-tight casing with compressor(s), evaporator coil, filters, supply fan, dampers, air-cooled condenser coil, condenser fans, gas heater, and unit controls
- B. Unit(s) shall be 100% factory run tested and fully charged with R-410A
- C. Unit(s) shall have labels, decals, and/or tags to aid in the service of the unit and indicate caution areas.
- D. Wiring internal to the unit shall be colored and numbered for identification.

2.3 UNIT CASING

- A. Cabinet: All cabinet walls, access doors, and roof shall be fabricated of G90 galvanized steel with double wall, foam insulated R-13 panel construction with thermal break
- B. Unit cabinet surface shall be capable of withstanding 1000 hours in a salt spray test in compliance with ASTM B117.
- C. Cabinet top cover shall be one piece construction or where seams exists, it shall be double-hemmed and gasket-sealed. Top shall be sloped to provide complete drainage.
- D. Access Panels: Water- and air-tight panels with tool-free handles shall provide access to filters, heating section, return air fan section, supply air fan section, evaporator coil section, and unit control section. Cabinet shall have rain break overhangs above access doors.
- E. Units base pan shall have a raised lip around the supply and return openings for water integrity.
- F. Provide openings either on side of unit or through the base for power, control, condensate, and gas connections.
- G. The unit shall have rigging/lifting holes for crane maneuvering.

2.4 AIR FILTERS

- A. Air Filters: Factory installed filters shall mount integral within the unit and shall be accessible through access panels. Unit shall include 2" thick MERV 8 filter. Allow for pressure drop for MERV 11.

2.5 SUPPLY FANS

- A. Unit shall include direct or belt drive, unhooded, backward curved, plenum supply fan.
- B. Blowers and motors shall be dynamically balanced.

- C. Supply fan to include VFD.

2.6 GAS FIRED HEATING SECTION

- A. Completely assembled and factory installed heating system shall be integral to unit, UL or CSA approved specifically for outdoor applications for use downstream from refrigerant cooling coils. Threaded connection with plug or cap provided. Provide capability for through the curb or across the roof gas piping connections.
- B. Heating section shall be factory run tested prior to shipment.
- C. Heat Exchanger: Provide stainless steel heat exchanger.
- D. Heating section shall be capable of 30% to 100% modulation.
- E. Limit controls: High temperature limit controls will shut off gas flow in the event of excessive temperatures resulting from restricted indoor airflow or loss of indoor airflow.

2.7 EVAPORATOR COIL

- A. Refrigerant Coil: Aluminum fin and seamless copper tube in steel casing with equalizing-type vertical distributor.
- B. Provide an independent expansion device for each refrigeration circuit. Factory pressure tested at 450 psig and leak tested at 200 psig.
- C. Provide a removable, reversible, cleanable double sloped drain pan for base of evaporator coil constructed of stainless steel.

2.8 CONDENSER SECTION

- A. Provide vertical discharge, direct drive fans with aluminum blades. Fans shall be statically balanced. Motors shall be permanently lubricated, with integral thermal overload protection in a weather tight casing.
- B. Provide hail guards.

2.9 REFRIGERATION SYSTEM

- A. Compressor(s): Provide scroll compressors with thermal overload protection. Compressors shall be isolated from the base pan with rubber vibration isolators. All compressors to be equipped with crankcase heaters and sound blanket.
- B. Unit shall include a scroll compressor on the refrigeration circuit.
- C. Each circuit shall be equipped with thermostatic expansion valve type refrigerant flow control, automatic reset low pressure and manual high pressure reset safety controls, Schrader fittings on high and low pressure sides, and filter driers.

- D. Units scheduled to be provided with hot gas reheat shall include a hot gas reheat coil, modulating valves, electronic controller, supply air temperature sensor, and a control signal terminal which allow the unit to dehumidify without overcooling the space.

2.10 EXHAUST/RETURN SECTION

- A. Exhaust dampers shall be sized for 100% relief.
- B. Fans and motors shall be dynamically balanced. Motors shall be premium efficiency.
- C. Unit shall include direct or belt driven, unhooded, backward curved, plenum exhaust fan.
- D. Provide factory wired and mounted VFD or EC motor for exhaust fan.
- E. Provide barometric relief instead of power exhaust if noted in the mechanical schedule.

2.11 OUTSIDE AIR/ECONOMIZER

- A. Include 0-100% economizer with motor operated outside air damper and return air damper, airfoil damper blades with rubber edge seals and aluminum end seals, gear drive for damper blades, birdscreen for outside air opening, outside air hood with rain lip, and barometric relief dampers.
- B. Provide spring return motor for outside air damper closure during unit shutdown or power interruption.

2.12 OPERATING CONTROLS

- A. Unit controller shall be capable of controlling all features and options of the unit. Controller shall be factory installed in the unit controls compartment and factory tested.
- B. Controller shall be capable of standalone operation with unit configuration, setpoint adjustment, sensor status viewing, unit alarm viewing, and occupancy scheduling available without dependence on a building automation system.
- C. Controller shall have an onboard clock and calendar functions that allow for occupancy scheduling.
- D. Controller shall include non-volatile memory to retain all programmed values without the use of a battery.
- E. DDC Temperature Control: Standalone control module for link between unit controls and DDC temperature-control system. Control module shall be compatible with control system specified in Section 230923 "Direct Digital Control (DDC) System for HVAC." Links shall include the following:
 - 1. Start/stop interface relay, and relay to notify DDC temperature-control system alarm condition.
 - 2. Hardware interface or additional sensors for the following:

- a. Room temperature.
 - b. Discharge-air temperature.
 - c. Refrigeration system operating.
 - d. Furnace operating.
 - e. Constant and variable motor loads.
 - f. Variable-frequency-controller operation.
 - g. Cooling load.
 - h. Economizer cycles.
 - i. Air-distribution static pressure and ventilation-air volumes.
 - j. Demand Control ventilation
- F. Interface with DDC System for HVAC: Factory-installed hardware and software to enable the DDC system for HVAC to monitor, control, and display unit status and alarms.
 - 1. Hardwired Points:
 - a. Monitoring: On-off status, common trouble alarm
 - b. Control: On-off operation, space humidity set-point adjustment
 - 2. ASHRAE 135 BACnet communication interface with the DDC system for HVAC shall enable the DDC system for HVAC operator to remotely control and monitor the unit from an operator workstation. Control features and monitoring points displayed locally at unit control panel shall be available through the DDC system for HVAC.

2.13 ELECTRICAL POWER CONNECTION

- A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.
- B. Units to be equipped with phase protection.

2.14 ACCESSORIES.

- A. Duplex, 115-V, ground-fault-interrupter outlet with 15 A overcurrent protection. Include transformer if required. Outlet shall be energized even if the unit main disconnect is open.
- B. Coil guards of painted, galvanized-steel wire.
- C. Hail guards of galvanized steel, painted to match casing.
- D. Provide unit with economizer with fault detection diagnostics (FDD).
- E. Provide unit with CO2 demand controlled ventilation.
- F. Provide building static pressure control with units that are scheduled with a powered exhaust fan.

2.15 ROOF CURBS

- A. Manufacturers:
 - 1. Pate
 - 2. Roof Products, Inc.
 - 3. Thybar Corp.
- B. Description: prefabricated vibration isolation curb, factory insulated.
- C. Materials: 18-gauge galvanized steel with corrosion-protection coating, watertight gaskets, and factory-installed wood nailer; complying with NRCA standards.
 - 1. Curb Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
 - a. Materials: ASTM C 1071, Type I or II.
 - b. Thickness: 1-1/2 inches.
 - 2. Application: Factory applied with adhesive and mechanical fasteners to the internal surface of curb.
 - a. Liner Adhesive: Comply with ASTM C 916, Type I.
 - b. Mechanical Fasteners: Galvanized steel, suitable for adhesive attachment, mechanical attachment, or welding attachment to duct without damaging liner when applied as recommended by manufacturer and without causing leakage in cabinet.
- D. Curb Height: Height may vary per RTU based on manufacturer's recommendation. Transition curbs to be provided for use with existing curbs where existing curbs are in good condition and suitable for reuse. Submit curb to ERO for approval.

2.16 CAPACITIES AND CHARACTERISTICS

- A. Refer to mechanical schedule.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTUs.
- B. Examine roughing-in for RTUs to verify actual locations of piping and duct connections before equipment installation.
- C. Examine roofs for suitable conditions where RTUs will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Roof Curb: Install on roof structure, level and secure, according to NRCA's "Low-Slope Membrane Roofing Construction Details Manual," Illustration "Raised Curb Detail for Rooftop Air Handling Units and Ducts." ARI Guideline B. Install RTUs on curbs and coordinate roof penetrations and flashing with roof construction specified in Division 07 Section "Roof Accessories." Secure RTUs to upper curb rail, and secure curb base to roof framing or concrete base with anchor bolts.
- B. Unit Support: Install unit level on structural curbs. Coordinate wall penetrations and flashing with wall construction. Secure RTUs to structural support with anchor bolts.
- C. Install wind and seismic restraints according to manufacturer's written instructions. Wind and seismically restrained vibration isolation roof-curb rails are specified in Division 23 Section "Vibration and Seismic Controls for HVAC Piping and Equipment."

3.3 CONNECTIONS

- A. Install condensate drain, minimum connection size, with trap and indirect connection to nearest roof drain or area drain.
- B. Install piping adjacent to RTUs to allow service and maintenance.
 - 1. Gas Piping: Comply with applicable requirements in Division 23 Section "Facility Natural-Gas Piping. Connect gas piping to burner, full size of gas train inlet, and connect with union and shutoff valve with sufficient clearance for burner removal and service.
- C. Duct installation requirements are specified in other Division 23 Sections. Drawings indicate the general arrangement of ducts. The following are specific connection requirements:
 - 1. Install ducts to termination at top of roof curb.
 - 2. Remove roof decking only as required for passage of ducts. Do not cut out decking under entire roof curb.
 - 3. Connect supply ducts to RTUs with flexible duct connectors specified in Division 23 Section "Air Duct Accessories."
 - 4. Install return-air duct continuously through roof structure.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. Report results in writing.
- C. Tests and Inspections:

1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Remove and replace malfunctioning units and retest as specified above.

3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Complete installation and startup checks according to manufacturer's written instructions and do the following:
1. Inspect for visible damage to unit casing.
 2. Inspect for visible damage to furnace combustion chamber.
 3. Inspect for visible damage to compressor, coils, and fans.
 4. Inspect internal insulation.
 5. Verify that labels are clearly visible.
 6. Verify that clearances have been provided for servicing.
 7. Verify that controls are connected and operable.
 8. Verify that filters are installed.
 9. Clean condenser coil and inspect for construction debris.
 10. Clean furnace flue and inspect for construction debris.
 11. Connect and purge gas line.
 12. Remove packing from vibration isolators.
 13. Inspect operation of barometric relief dampers.
 14. Verify lubrication on fan and motor bearings.
 15. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
 16. Adjust fan belts to proper alignment and tension.
 17. Start unit according to manufacturer's written instructions.
 - a. Start refrigeration system.
 - b. Do not operate below recommended low-ambient temperature.
 - c. Complete startup sheets and attach copy with Contractor's startup report.
 18. Inspect and record performance of interlocks and protective devices; verify sequences.
 19. Operate unit for an initial period as recommended or required by manufacturer.
 20. Perform the following operations for both minimum and maximum firing. Adjust burner for peak efficiency.
 - a. Measure gas pressure on manifold.
 - b. Inspect operation of power vents.
 - c. Measure combustion-air temperature at inlet to combustion chamber.
 - d. Measure flue-gas temperature at furnace discharge.

- e. Perform flue-gas analysis. Measure and record flue-gas carbon dioxide and oxygen concentration.
 - f. Measure supply-air temperature and volume when burner is at maximum firing rate and when burner is off. Calculate useful heat to supply air.
- 21. Calibrate thermostats.
- 22. Adjust and inspect high-temperature limits.
- 23. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
- 24. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:
 - a. Coil leaving-air, dry- and wet-bulb temperatures.
 - b. Coil entering-air, dry- and wet-bulb temperatures.
 - c. Outdoor-air, dry-bulb temperature.
 - d. Outdoor-air-coil, discharge-air, dry-bulb temperature.
- 25. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
- 26. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.
 - a. Supply-air volume.
 - b. Return-air volume.
 - c. Relief-air volume.
 - d. Outdoor-air intake volume.
- 27. Simulate maximum cooling demand and inspect the following:
 - a. Compressor refrigerant suction and hot-gas pressures.
 - b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.
- 28. Verify operation of remote panel including pilot-light operation and failure modes. Inspect the following:
 - a. High-temperature limit on gas-fired heat exchanger.
 - b. Low-temperature safety operation.
 - c. Filter high-pressure differential alarm.
 - d. Economizer to minimum outdoor-air changeover.
 - e. Relief-air fan operation.
 - f. Smoke and firestat alarms.
- 29. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

3.6 CLEANING AND ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site during other-than-normal occupancy hours for this purpose.

- B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain RTUs. Refer to Division 01 Section "Demonstration and Training."

END OF SECTION 237413



KENDALL COUNTY

HVAC RENOVATIONS - ANIMAL CONTROL
& PUBLIC SAFETY CENTER



802 JOHN ST & 1102 CORNELL LN,
YORKVILLE, IL 60560

OWNER:	CONSULTANTS:		
KENDALL COUNTY	ARCHITECT:	MEP ENGINEER	CONSTRUCTION MANAGER
504 S MAIN STREET, YORKVILLE, IL 60560	CORDOGAN CLARK & ASSOCIATES, INC 960 RIDGEWAY AVE AURORA, IL 60504	CORDOGAN CLARK & ASSOCIATES, INC. 960 RIDGEWAY AVE AURORA, IL 60504	CORDOGAN CLARK CONSULTING SERVICES 960 RIDGEWAY AVE, AURORA, IL 60504

RENDERING

THIS RENDERING IS PROVIDED FOR INFORMATION ONLY AND MAY NOT REFLECT THE FINAL INTENDED DESIGN. IF ANY DISCREPANCY OCCURS BETWEEN THIS RENDERING AND THE CONSTRUCTION DRAWINGS, THE INTENT OF THE CONSTRUCTION DRAWINGS SHALL APPLY.

VICINITY MAP

KENDALL COUNTY ANIMAL CONTROL PROJECT LOCATION

KENDALL COUNTY JAIL PROJECT LOCATION

DRAWINGS

1 - GENERAL

G0.00	COVER SHEET
G1.00	SITE PLAN, GENERAL NOTES, ABBREVIATIONS & SYMBOLS LEGEND

4 - MECHANICAL

M1.0	ANIMAL CONTROL MECHANICAL PLAN
M2.0	JAIL ROOF MECHANICAL PLAN
MP000	MECHANICAL TITLE SHEET

PERMIT-BID SET

PROJECT NO: 241023
DATE: 06.20.2024

STATEMENT OF COMPLIANCE

"I have prepared, or caused to be prepared under my direct supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (410 ILCS 25) and the Illinois Accessibility Code (71 Ill. Adm. Code 400)."

☒ ILLINOIS DESIGN FIRM'S REGISTRATION NO.: 184.000.595-0007

Signed: _____

ILLINOIS REGISTRATION NO.: _____

DATE: 06.20.2024

SEAL

"I hereby certify these drawings have been prepared under my direct supervision and to the best of my knowledge comply with all applicable codes of Yorkville, IL."

ACP	ALUMINUM COMPOSITE PANEL	FA	FIRE ALARM	PCC	PRECAST CONCRETE
ACT	ACOUSTICAL CEILING TILE	FACP	FIRE ALARM CONTROL PANEL	PCF	POUNDS PER CUBIC FOOT
ADA	AMERICANS WITH DISABILITIES ACT	FD	FLOOR DRAIN	PER	PERFORATED
ADJ	ADJUSTABLE	FE	FIRE EXTINGUISHER	PLM	PLASTIC LAMINATE
AF	ABOVE FINISHED FLOOR	FEC	FIRE EXTINGUISHER CABINET	PLB	PLUMBING
AFH	AIR HANDLING UNIT	FIN	FINISH	PLYD	PLYWOOD
AHU	AIR HANDLING UNIT	FIXT	FIXTURE	PN	PAIR
ALT	ALTERNATE	FLR	FLOOR	PR	PAIR
ALUM	ALUMINUM	FLUOR	FLUORESCENT	PSF	POUNDS PER SQUARE FOOT
APPROX	APPROXIMATE	FOF	FACE OF CONCRETE	PSI	POUNDS PER SQUARE INCH
ARCH	ARCHITECT	FOF	FACE OF FINISH	PT	POINT
		FP	FIREPROOF	PVC	POLYVINYL CHLORIDE (PVC)
		FT	FEET		ROOFING
		FTG	FOOTING		
BD	BOARD	FUT	FUTURE	QT	QUARRY TILE
BOT	BOTTOM			QTY	QUANTITY
BRG	BEARING	GALV	GALVANIZED		
BS	BOTH SIDES	GC	GENERAL CONTRACTOR	RB	RUBBER BASE
BSMT	BASEMENT	GL	GLASS	RCP	REFLECTED CEILING PLAN
BUR	BUILT-UP ROOFING	GYP	GYPSUM	RD	ROOF DRAIN
				REF	REFERENCE
CAB	CABINET	HB	HOSE BIBB	RH	RIGHT HAND
CFOI	CONTRACTOR-FURNISHED/OWNER-INSTALLED	HDW	HARDWARE	RM	ROOM
	CORNER GUARD	HM	HOLLOW METAL	RO	ROUGH OPENING
CG	CAST-IN-PLACE	HORIZ	HORIZONTAL	RTU	ROOF TOP UNIT
CJ	CONTROL JOINT	HT	HEIGHT		
CL	CENTER LINE			S	SOUTH
CLG	CEILING	ID	INSIDE DIAMETER	SBS	STYRENE BUTADIENE STYRENE (SBS) MODIFIED BITUMINOUS PROTECTED MEMBRANE ROOFING
CLO	CLOSET	INSUL	INSULATION		
CLR	CLEAR	INT	INTERIOR	SECT	SECTION
CMU	CONCRETE MASONRY UNIT	JAN	JANITOR	SG	SQUARE FOOT (FEET)
COL	COLUMN	JAN	JANITOR	SGL	SINGLE
CONC	CONCRETE	LAB	LABORATORY	SHT	SHEET
CORR	CORRIDOR	LAV	LAVATORY	SIM	SIMILAR
OPT	CARPET	LH	LEFT HAND	SPEC	SPECIFICATION
CTR	CERAMIC TILE	LT	LIGHT	SO	SQUARE
	CENTRIC	LVT	LUXURY VINYL TILE	STA	STATION
		MAX	MAXIMUM	STD	STANDARD
		MECH	MECHANICAL	STOR	STORAGE
dB	DECIBEL	MFG	MANUFACTURING	SYS	SYSTEM
DBL	DOUBLE	MFR	MANUFACTURER		
DEMO	DEMOLITION	MH	MANHOLE	T	TREAD
DF	DRAINAGE FOUNTAIN	MIN	MINIMUM	T&G	TONGUE AND GROOVE
DIA	DIAMETER	N	NORTH	TEMP	TEMPORARY
DIM	DIMENSION	MISC	MISCELLANEOUS	TPO	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
DISP	DISPENSER	MO	MASONRY OPENING	TV	TELEVISION
DR	DOOR	MTL	METAL	TYP	TYPICAL
DS	DOWNSPOUT				
		N	NORTH		
E	EAST	NIC	NOT IN CONTRACT	UNO	UNLESS NOTED OTHERWISE
EA	EACH	NO	NUMBER		
EJ	EXPANSION JOINT	NOM	NOMINAL	VCT	VINYL COMPOSITION TILE
EL	ELEVATION	NRC	NOISE REDUCTION COEFFICIENT	VERT	VERTICAL
ELEC	ELECTRIC	NTS	NOT TO SCALE	VEST	VESTIBULE
ELEV	ELEVATOR			VIF	VERIFY IN FIELD
EP	EPOXY PAINT	ON	ON CENTER		
EPDM	EHTYLENE PROPYLENE DIENE MONOMER (EPDM)	OD	OUTSIDE DIAMETER	W	WEST
	ROOFING	OCFI	OWNER-FURNISHED / CONTRACTOR / INSTALLED	W/	WITH
EQ	EQUAL	OFOI	OWNER-FURNISHED/OWNER-INSTALLED	WO	WITHOUT
EQU	EQUIPMENT			WC	WATER CLOSET
EWC	ELECTRIC WATER COOLER	OPP	OPPOSITE	WO	WOOD
EXH	EXHAUST			WDW	WINDOW
EXP	EXPANSION			WF	WIDE FLANGE
EXT	EXTERIOR			WM	WIRE MESH

<u>BUILDING CODES</u>	
2018	INTERNATIONAL BUILDING CODE
2017	NATIONAL ELECTRIC CODE
CURRENT	ILLINOIS PLUMBING CODE
2018	INTERNATIONAL MECHANICAL CODE
2018	INTERNATIONAL FUEL GAS CODE
2018	INTERNATIONAL EXISTING BUILDING CODE
CURRENT	ILLINOIS ENERGY CONSERVATION CODE
CURRENT	ILLINOIS ACCESSIBILITY CODE
<u>SITE REQUIREMENTS:</u>	
-ZONING:	
EXISTING:	NO CHANGE
-PARKING REQUIREMENTS:	
EXISTING:	NO CHANGE
<u>ANIMAL CONTROL</u>	
-BUILDING WORK DESCRIPTION:	
RENOVATION OF EXISTING MECHANICAL	
SYSTEM TO PROVIDE DEHUMIDIFICATION,	
PURIFICATION, AND FILTRATION	
-OCCUPANCY CLASSIFICATION (IBC):	8
-CONSTRUCTION TYPE:	TYPE 3B (EXISTING)
-BUILDING HEIGHT:	
EXISTING TO REMAIN	
-BUILDING AREAS:	
RENOVATION:	EXISTING
<u>JAIL</u>	
-BUILDING WORK DESCRIPTION:	
REPLACEMENT OF EXISTING RTU WITH	
SIMILAR UNIT	
-OCCUPANCY CLASSIFICATION (IBC):	13
-CONSTRUCTION TYPE:	TYPE 2B (EXISTING)
-BUILDING HEIGHT:	
EXISTING TO REMAIN	
-BUILDING AREAS:	
RENOVATION:	EXISTING

GENERAL CONDITIONS:

1. CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL ALL ITEMS SPECIFIED USING CONSTRUCTION THAT WILL PROTECT AT ALL TIMES. PROPERTY AND PREVENT BODILY INJURY AND/ OR DEATH. SPECIAL ATTENTION AND PRECAUTION SHALL BE PAID BY THE CONTRACTOR IN SELECTING THE SAFEST METHODS OR MEANS FOR THE INSTALLATION.
2. THE ARCHITECT/ ENGINEER HAS NO CONTRACTUAL DUTY TO CONTROL THE SAFEST METHODS OR MEANS OF THE WORK. JOB SITE RESPONSIBILITIES, SUPERVISION OR TO SUPERVISE SAFETY AND SHALL NOT VOLUNTARILY ASSUME ANY SUCH DUTY OR RESPONSIBILITY.
3. ALL WORK SHALL BE EXECUTED IN A WORKMAN LIKE MANNER AND IN STRICT ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES AND ORDINANCES AND ALL AUTHORITIES HAVING JURISDICTION AND ACCEPTED BY THE ARCHITECT AND LEFT IN PERFECT OPERATING CONDITION.
4. CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO SUBMITTING THE FINAL BID. IF THERE ARE ANY DISCREPANCIES, NOTIFY THE ARCHITECT AT ONCE.
5. CONTRACTOR SHALL CAREFULLY REVIEW THE DRAWINGS AND OTHER CONTRACT DOCUMENTS PRIOR TO SUBMITTING THE FINAL BID. IF THERE ARE ANY DISCREPANCIES, EACH CONTRACTOR SHALL NOTIFY THE ARCHITECT AT ONCE.
6. ALL WORK SHALL BE PERFORMED IN A WORKMAN LIKE MANNER. EACH CONTRACTOR SHALL INCLUDE LABOR, MATERIALS, TOOLS, EQUIPMENT, ETC. FOR THE COMPLETE CONSTRUCTION OF WORK INDICATED AND SPECIFIED BY THE DRAWINGS AND SPECIFICATION. MATERIALS AS SPECIFIED ON DRAWINGS SHALL BE USED. SUBSTITUTIONS OF MATERIALS WILL NOT BE ALLOWED WITHOUT THE WRITTEN CONSENT OF THE OWNER. CONTRACTOR SHALL AMEND AND MAKE GOOD AT THEIR OWN COST, ANY DEFECTS OR OTHER FAULTS IN THEIR WORKMANSHIP AND/ OR MATERIAL. CONTRACTOR IS TO CLEAN UP DEBRIS INSIDE AND OUTSIDE THE BUILDING SITE WHICH HAS BEEN CAUSED BY THEIR WORK.
7. PLUMBING SCHEMATIC DRAWINGS, HVAC DRAWINGS, SEWER MAINS, ELECTRICAL OUTLETS, SWITCHES, LIGHT LOCATIONS FOR ROUTING ALL PLUMBING, MECHANICAL AND ELECTRICAL WORK IS TO BE COORDINATED BETWEEN THE TRADES AFFECTED BY THE WORK AS PART OF THEIR INSTALLATION LAYOUT. NO PLUMBING, MECHANICAL OR ELECTRICAL INFORMATION IS TO BE SCALED FROM THE DRAWINGS. ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR.
8. DO NOT SCALE DRAWINGS.

GENERAL CONSTRUCTION NOTES:

1. PROJECT COORDINATOR SHALL PROVIDE A LOGISTICS PLAN TO THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WORK. THE LOGISTICS PLAN IS TO INCLUDE ALL ROUTING OF VEHICLES, EQUIPMENT, DELIVERY LOCATIONS, FENCING, SECURITY MEASURES, ETC. ANY EXISTING CONDITIONS TO REMAIN THAT ARE DAMAGED DUE TO CONSTRUCTION ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION. THIS INCLUDES, BUT IS NOT LIMITED TO, SIDEWALKS, LANDSCAPING, IRRIGATION, ROADS, PARKING LOTS, BUILDING CONSTRUCTION, ETC.
2. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE BUILDING SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT IN WRITING PRIOR TO PROCEEDING WITH THE WORK. WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR UNLOADING, STORING, INSPECTION FOR DAMAGE WHEN RECEIVED AND LOSS FROM SITE AND/ OR DAMAGE AFTER RECEIPT FOR ALL MATERIALS FURNISHED BY OWNER.
4. NO PRODUCT SUBSTITUTION WILL BE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE OWNER OR OWNERS REPRESENTATIVE.
5. ALL WORK TO BE NEW EXCEPT WHERE INDICATED AS EXISTING.
6. CONTRACTOR SHALL INSURE THAT ALL BUILDING WORK WILL COMPLY WITH APPLICABLE NATIONAL, STATE AND LOCAL CODES GOVERNING AUTHORITIES AND UNDERWRITER REGULATIONS.
7. ALL OPENINGS AND OTHER PROVISIONS NECESSARY FOR INSTALLATION OF ARCHITECTURAL, PLUMBING, MECHANICAL, FIRE PROTECTION, ELECTRICAL OR OWNER'S APPARATUS AND EQUIPMENT, MUST BE VERIFIED WITH THE SPECIFIC TRADES INVOLVED AND WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION AND MUST BE OF SIZE, LOCATION, CONFIGURATION, ETC., REQUIRED.
8. CONTRACTOR MUST EXERCISE EXTREME CARE SO AS NOT TO DAMAGE EXISTING CONSTRUCTION ITEMS AND SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.

GENERAL DEMOLITION NOTES:

1. **INTERFERENCE OF DEMOLITION**
 - a. IF THE DEMOLITION CANNOT PROCEED BECAUSE OF UNFORESEEN EXISTING STRUCTURAL OR MECHANICAL, ETC. CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY REPORT THE CONDITION TO THE ARCHITECT.
2. **FIRE PROTECTION DURING DEMOLITION AND NEW CONSTRUCTION**

CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL FIRE PROTECTION MEASURES AND EQUIPMENT DURING DEMOLITION AND NEW CONSTRUCTION AT THE DIRECTION OF THE FIRE PREVENTION OFFICER AT THE FIRE PROTECTION DISTRICT OFFICE.
3. **COORDINATION OF DEMOLITION**
 - a. CONTRACTOR SHALL PROCEED WITH THE DEMOLITION IN A LOGICAL ORDER AND SHALL COORDINATE THE DEMOLITION WITH OTHER TRADES. EACH PHASE OF THE DEMOLITION MUST BE PRECEDED BY INVESTIGATION OF THE AREA FOR REMOVAL, RELOCATION, DISCONNECTION OR REROUTING OF EXISTING ELEMENTS

A2.1A	SHEET NUMBER
	SUB-DRAWING OR ENLARGED AREA DRAWING OR FLOOR SERIES DISCIPLINE
Room name	ROOM NAME (TOP) ROOM NUMBER (BOTTOM)
	REVISION CLOUD AND TAG
	NORTH ARROW
_____	PLAN / ELEVATION / DETAIL / SECTION TITLE
	DIMENSION STRING

SALVAGED ITEMS

- WHERE INDICATED ON THE DRAWINGS, "SALVAGE", ITEMS MUST BE CAREFULLY REMOVED, CLEANED AND STORED IN SUCH A WAY AS TO PREVENT DAMAGE. TRANSPORT AND STORE ITEMS OFF SITE OR WITHIN THE AREA OF WORK IN A LEGAL MANNER, UNLESS DIRECTED BY OWNER TO TRANSPORT SAID MATERIALS TO OWNER'S STORAGE AREA.

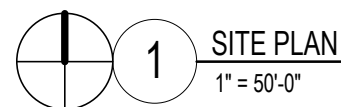
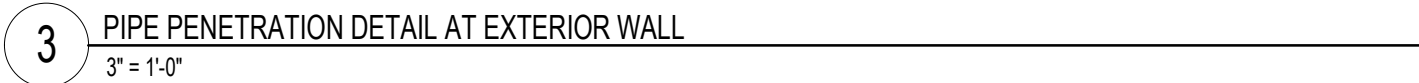
5. ALL FINISHES SHALL BE PATCHED TO MATCH FROM IMPLEMENTATION OF WORK.

6. DEMOLITION OF MECHANICAL/ ELECTRICAL SYSTEMS

- A. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE CONDITION OF ALL REMAINING PIPING, CONDUIT, EQUIPMENT, ETC. WITHIN THEIR SCOPE OF WORK DURING DEMOLITION.
- B. NOTIFY OWNER PRIOR TO ANY DEMOLITION OF UTILITIES OR SERVICES WHICH MAY AFFECT REMAINING OCCUPIED AREAS.
- C. MAKE NECESSARY MODIFICATIONS AND ADJUSTMENTS TO ALL MECHANICAL, PLUMBING, AND ELECTRICAL ITEMS AND EQUIPMENT, BOTH NEW AND EXISTING, AS MAY BE REQUIRED BY THESE ALTERATIONS AND ADDITIONS.
- D. DISCONNECT AT SOURCE AND REMOVE EXISTING ELECTRICAL MATERIALS AND EQUIPMENT AND ALL OTHER MECHANICAL/PLUMBING ITEMS WHICH ARE RENDERED OBSOLETE BY THESE ALTERATIONS AND ADDITIONS. THESE ARE THE PROPERTY OF THE OWNER AND SHALL EITHER BE REMOVED FROM THE SITE OR RETURNED TO THE OWNER'S STOCK AT THE DISCRETION OF THE OWNER.
- E. DISCONNECT, REMOVE AND RELOCATE EXISTING MECHANICAL MATERIALS AND EQUIPMENT, AND ALL OTHER MECHANICAL ITEMS WHICH INTERFERE OR ARE INTERFERED WITH, OBSTRUCT OR ARE OBSTRUCTED BY THESE LOCATIONS AS DIRECTED. RECONNECT SUCH ITEMS IN PROPER OPERATING CONDITION AT NEW LOCATIONS.
- F. ALL CUTTING AND PATCHING AS REQUIRED FOR WORK IS TO BE INCLUDED IN ASSOCIATED SCOPE OF WORK. FINISH WORK SHALL BE BY GENERAL CONTRACTOR

7. GENERAL CONTRACTOR

- A. CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE TO DETERMINE THE EXTENT OF DEMOLITION AND PATCHING AS REQUIRED TO INSTALL THEIR PORTION OF WORK.
- B. REFER TO ALL DRAWINGS FOR FULL EXTENT OF DEMOLITION WORK. CONTRACTOR TO INSURE ALL WALL OR FLOOR MOUNTED OBJECTS TO BE REMOVED AND EXISTING TO BE PREPARED FOR NEW FINISHES.
- C. CONTRACTOR SHALL VISIT AND INSPECT THE EXISTING BUILDING AND SHALL THOROUGHLY FAMILIARIZE THEMSELVES WITH ACTUAL JOB CONDITIONS BEFORE SIGNING CONTRACTS. NO EXTRAS WILL BE ALLOWED FOR WORK WHICH MIGHT HAVE BEEN REASONABLY FORESEEN BY AN INSPECTION OF THESE PREMISES.
- D. WHILE THE SIZE AND LOCATION OF NEW WORK AND EQUIPMENT IN THE EXISTING BUILDING HAS BEEN INDICATED ON THE DRAWINGS AS ACCURATELY AS POSSIBLE, CONTRACTOR SHALL ADJUST THEIR WORK AS REQUIRED TO AVOID EXISTING DUCTS, PIPES, CONDUITS AND BEAMS NOT SHOWN ON PLANS. CONTRACTOR SHALL ADAPT THEIR WORK TO MEET ALL ACTUAL CONDITIONS ON THE EXISTING PREMISES.
- E. CONTRACTOR SHALL INSPECT THE PREMISES AND MAKE A DETAILED EXAMINATION OF ALL LOCATIONS WHERE NEW WORK IS TO BE INSTALLED AND SHALL EXAMINE EXISTING PIPING, CONDUITS, STRUCTURAL SUPPORTING BEAMS, ETC.
- F. CONTRACTOR AFTER INSPECTING THE PREMISES AND THE DRAWINGS SHALL CALL TO THE ATTENTION OF THE ARCHITECT ANY LACK OF ANY NECESSARY SPACE OR CLEARANCE REQUIRED BY THE VARIOUS EQUIPMENT BEFORE CONTRACT IS SIGNED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY IF THEY NEGLECT TO DO SO.
- G. CONTRACTOR IS TO PROVIDE TEMPORARY MEANS TO KEEP EXISTING BUILDING WEATHER TIGHT DURING DEMOLITION AND CONSTRUCTION.
- H. IF ASBESTOS OR HAZARDOUS MATERIALS ARE FOUND AT THE SITE, CONTACT THE OWNER AND ARCHITECT IMMEDIATELY.



**KENDALL COUNTY
HVAC RENOVATIONS - ANIMAL
CONTROL & PUBLIC SAFETY CENTER**
802 JOHN ST & 1102 CORNELL LN, YORKVILLE, IL 60560

#

-
- DISCONNECT
- INSULATED ROOF CURB
- RETURN AIR SMOKE DETECTOR SUPPLIED/ INSTALLED BY MC & WIRED BY EC FOR UNITS 2000 CFM AND GREATER.
- RTU
- P-TRAP PER MFR'S RECS. ROUTE TO ROOF DRAIN.
- FLEX CONNECTION (TYP.)
- TURNING VANES OR SMOOTH RADIUS ELBOW (TYP.)
- FRAMING BY GC

NOT TO SCALE

The BAS shall send the controller schedules, setpoints, and outside air temperature/humidity. If communication with the BAS is lost the controller shall operate using onboard schedules, setpoints, and outside air temperature/humidity.

Occupied Mode:
Supply fan to run continuously, outside air damper to be open, heating and cooling to be staged/modulated to maintain the occupied heating setpoint of 69F (adj.) and the occupied cooling setpoint of 72F (adj.).

Unoccupied Mode:
Supply fan to run intermittently with heating/cooling operation, outside air damper to remain closed, heating and cooling to be staged/modulated to maintain the unoccupied heating setpoint of 60F (adj.) and the unoccupied cooling setpoint of 85F (adj.).

Occupied Bypass:
If, during unoccupied mode, the bypass button on the space temperature sensor is activated, the unit shall run in occupied mode for min. (adj.) and then return to unoccupied mode.

Optimal Start:
The controller shall use the occupied space temperature setpoints, space temperature, and occupancy schedule to determine when the optimal start occurs. The outside air damper shall remain closed during optimal start unless economizing. Once the space temperature reaches the occupied space temperature setpoint, the unit shall operate in occupied mode.

Supply Fan:
Supply fan speed shall be varied during cooling operation to optimize the minimum fan speed. If supply fan status is not sensed within 40 sec. (adj.) of a request for fan operation, a supply fan failure alarm shall be annunciated at the BAS.

Economizer: Outside air enthalpy shall compared with the reference enthalpy control setpoint of 28 BTU/LB (adj). The economizer shall enable when outdoor air enthalpy is less than enthalpy control setpoint - 0.5 BTU/LB. The economizer shall disable when outdoor air enthalpy is greater than enthalpy control setpoint + 0.5 BTU/LB.

is greater than enthalpy control setpoint + 0.5 BTU/LB. The supply air sensor shall measure the dry bulb temperature of the air leaving the evaporator coil while economizing. When economizing is enabled and the unit is operating in cooling mode, the economizer damper shall be modulated between its minimum position and 100% to maintain the discharge air temperature setpoint. The economizer damper shall modulate toward minimum position in the event the discharge air temperature falls below the discharge air temperature low limit setpoint. Mechanical cooling shall be delayed from operating until the economizer has opened to 100%.

Cooling:
When space temperature rises above the cooling setpoint, the unit controller shall modulate the economizer or the mechanical cooling coil as required to maintain the space temperature setpoint. Once space temperature falls below setpoint, the mechanical cooling shall be deactivated and the economizer shall return to minimum position. Discharge air temperature setpoint during cooling operation shall be 55F (adj.)

Dehumidification:
When space humidity rises above the space humidity setpoint of 55% (adj.) and no call for heating exists, the unit shall enter dehumidification mode and modulate the mechanical cooling and reheat. If space humidity rises above 70% (adj.) for 20 min. (adj.), alarm shall be annunciated at the BAS.

Heating:
When space temperature falls below the heating setpoint, the unit controller shall stage/modulate the heating as required to maintain the space temperature setpoint. Once space temperature rises above setpoint, the heating shall be deactivated. Discharge air temperature setpoint during heating operation shall be 95F (adj.).

Filter Status:
A differential pressure switch shall monitor the differential pressure across the filter when the fan is running. If the switch closes for 2 minutes after a request for fan operation, a dirty filter alarm shall be annunciated at the BAS.

Space Temperature Alarm
If space temperature is less than 50F (adj.) or greater than 90F (adj.) for 30 min. (adj.), an alarm shall be annunciated at the BAS.

Supply Air Temperature Alarm:
If supply air temperature falls below 40F (adj.) for 5 min. (adj.), an alarm shall be annunciated at the BAS and the unit shall shut down.

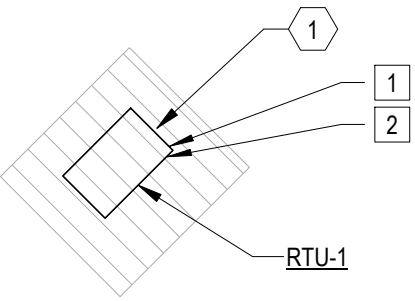
Demand Controlled Ventilation:

During occupied operation, the outside air damper shall be open to the minimum position. As space CO₂ rises above the DCV modulation threshold of 750 ppm (adj.) the outside air damper shall modulate open from the minimum position. When space CO₂ reaches 1200 ppm (adj.), the outside air damper shall be open to the design position.

Trends: Space temperature, space temperature setpoint, discharge air temperature, discharge air temperature setpoint, space humidity, space humidity setpoint, supply fan status, supply fan speed, and outside air damper position.

NOT TO SCALE

- 1 VERIFY IN FIELD EXISTING CIRCUIT WIRING FOR EXISTING RTU TO BE REUSED FOR NEW RTU REPLACEMENT. IF EXISTING WIRING IS SMALLER THAN #12 AWG, PROVIDE MINIMUM #12, 1#12 GRD IN 3/4". REPLACE EXISTING 25A 480V 3-POLE BREAKER IN PANEL 1-HM-1 WITH NEW 30A 480V 3-POLE BREAKER TO SERVE NEW RTU.
- 2 PROVIDE NEW 20A 120V RECEPTACLE TO NEAREST PANEL FOR UV LIGHT; PROVIDE NEW 20A 120V 1-POLE BREAKER TO NEAREST PANEL FOR UV LIGHT.


$$1/16'' = 1'-0''$$

ROOFTOP UNIT SCHEDULE																									
TAG	SERVICE	SUPPLY FAN				DX COOLING					REHEAT			GAS HEATING			ELECTRICAL - RTU			OA CFM	WEIGHT (LBS.)	EER	MFR.	MODEL	NOTES
		CFM	E.S.P.	HP	FAN CONTROL	TOT. MBH	SENS. MBH	EAT DBWB	STAGES	LAT DBWB	MRC (GAL/H)	STAGES	LAT	MBH IN / OUT	TURNDOWN	LAT	VOLT.	MCA	MOCP						
RTU-1	FITNESS SPACE	2,975	1	3	SZVAV	105.2	77.17	80 / 67	2	58.47 / 56.45	3.62	MOD	70.79	200 / 162	MOD	101	460 / 3	25	30	700	1,900	11.6	TRANE	YHJ102A4SBL	ALL
NOTES																									
1	DOWNWARD DISCHARGE GAS/DX RTU, TOOL-LESS ACCESS DOORS, VARIABLE SPEED DIRECT DRIVE FANS, MODULATING HOT GAS BYPASS, REFERENCE ENTHALPY ECONOMIZER WITH FDD, BAROMETRIC RELIEF, STAINLESS STEEL DRAIN PAN, STAINLESS STEEL HEAT EXCHANGER, CONVENIENCE OUTLET, HAIL GUARDS, MERV 8 FILTERS (2-INCH RACK), BAGNET INTERFACE, REFRIGERANT R-454B, ADPOT-A-CURB, AND DISCONNECT.																								
GENERAL	ALL MOTORS WITH VFDS TO BE PROVIDED WITH SHAFT GROUNDING RINGS																								

July 9, 2024

Kendall County
804 W. John Street, Suite B
Yorkville, IL 60560

RE: Kendall County HVAC Renovations @ Animal Control and Jail Bid Recommendation

Dear Mr. Polvere:

The Kendall County HVAC Renovations at the Animal Control Building and Jail was put out to Bid on June 20, 2024. Over 20 Trade Contractors were notified and sent invitations, and of those contacted, 10 contractors were responsive and attended our Pre-Bid walkthrough on June 25, 2024. Ultimately, at the bid opening date of July 2, 2024, we received 5 Bids. The bids were opened and were read aloud and recorded as illustrated in the attached official Bid Tabulation document.

The lowest responsive and responsible bidder was Artlip and Sons, Inc. Their base bid was \$144,800.00. Thus, the final Bid Amount of Artlip and Sons, Inc. is **\$144,800.00**.

We have done a project scope review with Artlip and Sons, Inc. to ensure they acknowledged full understanding and acceptance of the terms and conditions and have executed our scope review sheets in full. We also reviewed their qualification statement and references and are satisfied that they meet our recommended standards. As such, it is our recommendation that Artlip and Sons, Inc. be awarded the HVAC Renovations project for the amount of **\$144,800.00** as noted above. The breakout cost between the two site locations is as follows:

1. Animal Control Building = \$108,600 plus a 10% Contingency, fees and general conditions and general requirements proportional allocation for a total of **\$153,919**.
2. Jail RTU Replacement = \$36,200 plus a 10% Contingency, fees and general conditions and general requirements proportional allocation for a total of **\$51,307**.

The project will also have a Contingency of 10% which equates to \$14,480.00 for any potential unforeseen work, that Cordogan Clark (CC) will monitor and utilize as needed, to account for items that may arise on the project. Thus, the total value of the project, including contingency, Construction Management Bidding and CM Fees & Architectural & Engineering Fees and other project estimated reimbursables is \$190,675 as illustrated in the attached Bid Analysis Sheet.

Thank you for this opportunity to serve Kendall County on this critical project. Should you agree with the above information and wish for our Team to proceed with the Contract Execution and Project Execution, please execute this document at the signature line provided and return a copy to me for our records.

Respectfully submitted,

Cordogan Clark



Brian Kronewitter, AIA, DBIA | Executive Vice President

County of Kendall Approval:

BY:

DATE:

Its representative

Kendall County
Animal Control & Jail HVAC Renovations
Bid & Budget Analysis - HVAC Bid Package

July 9, 2024



Bidder's Name	Base Bid	Accepted Alts.	Total Base Bid + Alts.	Notes
BP #1 - HVAC				
Artlip and Sons	\$144,800	\$0	\$144,800	
RJ O'Neil, Inc.	\$159,870	\$0	\$159,870	
DeKalb Mechanical	\$170,000	\$0	\$170,000	
C. Acitelli Heating & Piping , Inc.	\$171,000	\$0	\$171,000	
Amber Mechanical Contractors, Inc.	\$177,700	\$0	\$177,700	
Total Recommended Lowest Qualified Bids or Estimated Cost:			\$144,800	\$0.00
TOTAL COSTS - SUBCONTRACTORS:			\$144,800	
General Conditions & General Requirements:			\$3,000	
Construction Management Bidding & CM Fees			\$7,240	5.00%
SUBTOTAL BUILDING COST:			\$155,040	
Architectural & Engineering Fees:			\$20,155	13.00%
Other Reimbursables			\$1,000	
SUBTOTAL BUILDING COST INCLUDING DESIGN:			\$176,195	
Contingency:			\$14,480	10%
SUBTOTAL			\$190,675	
TOTAL ESTIMATED PROJECT COST:			\$190,675	

Bid Package #1- Mechanical
Kendall County HVAC Renovations
July 2, 2024



BID TABULATION:

Vendor Name / Address	Bid Bond	Signed Bid Form	Addendum	Base Bid	Voluntary Alternate	Total Base Bid + Accepted Alts.
Artlip & Sons Aurora, IL 60505	X	X	1,2	\$144,800		\$144,800
RJ O'Neil, INC Montgomery, IL 60538	X	X	1,2	\$159,870		\$159,870
DeKalb Mechanical Batavia, IL 60510	X	X	1,2	\$170,000		\$170,000
C. Acitelli Heating & Piping , INC. Villa Park, IL 60181	X	X	1,2	\$171,000		\$171,000
Amber Mechanical Contractors, INC. Alsip, IL 60803	X	X	1,2	\$177,700		\$177,700
Total Apparent Lowest Responsive & Responsible Bidder + Accepted Alternates:						\$144,800



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.kendallcountyil.gov/sheriff



6 – Month Report

December 01, 2023 - May 31, 2024

<u>OPERATIONS DIVISION</u>	Total	Average
Calls for Service	4,290	715
Police Reports	1,994	332
Total Arrests	769	128
Traffic Contacts	3,605	601
Traffic Citations Issued	1,521	254
DUI Arrests	39	7
Total Crash Investigations	292	49
Total Miles Driven by Sheriff's Office	385,750	64,292
<u>RECORDS DIVISION</u>	Total	Average
Sales Conducted	14	2
Papers Served/Executed	932	155
SA, SUBPOENA & FOIA REQUESTS	1,188	198
Total Warrants Served	564	94
Evictions Conducted	45	8
Civil Process Fees	\$61,683	\$10,281
Sheriff Sales Fees	\$14,100	\$2,350
Records Fees/Fingerprinting	\$2,064	\$344
Bond Processing Fees	\$8,720	\$1,453
<u>CORRECTIONS DIVISION</u>	Total	Average
New Intake Bookings	1,054	176
Federal Inmate ADP		11
Kendall County Inmate ADP		51
Other Jurisdictions Inmate ADP		8
Average Daily Population		69
Amount Invoiced for Inmates Housed for Other Juris.	\$42,825	\$7,138
Amount Invoiced for Federal Housing	\$173,076	\$28,846
Amount Invoiced for Federal Court Transport	\$11,602	\$1,934
Amount Invoiced for Federal Medical Transport	\$1,353	\$225

Ready to Protect, Proud to Serve

<u>COURT SECURITY</u>	Total	Average
Entries	62,322	10,387
Items X-rayed	26,688	4,448
Kendall Prisoners	326	54
Other Prisoners	89	15
Arrests made at Courthouse	91	15
Contraband Refused	313	52

<u>ELECTRONIC HOME MONITORING</u>	Total	Average
Juvenile Defendants Ordered to EHM		3
Adult Defendants Ordered to EHM		78
Days Defendants Served on EHM	13,230	2,205
Cost	\$34,799	\$5,800
Collected	\$25,442	\$4,240

<u>KCSO TRAINING</u>	Total	Average
Corrections Division	1,077	179.5
Operations Division	3,824	637
Court Security	194	32
Administration Division	160	26.5
Auxiliary Division	67	11
Part Time Deputies	78	13

6 - Month Budget Results

Sheriff's Budget	\$7,182,404.00	Correction's Budget	\$4,437,550.00
Year to Date	\$3,272,412.16	Year to Date	\$2,011,029.55
Balance	\$3,909,991.84	Balance	\$2,426,520.45
Percent	45.60%	Percent	45.30%

STATE OF ILLINOIS
COUNTY OF KENDALL

- FILED -

JUL 08 2024

Debbie Helitzer

COUNTY CLERK
KENDALL COUNTY

Respectfully Submitted,

Sheriff Dwight A. Baird

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



JUNE

2024

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	June-22	June-23	May-24	June-24
Calls for Service	774	806	811	790
Police Reports	363	373	327	363
Total Arrests	117	122	127	147
Ordinance Citations Issued	0	1	2	0

TRAFFIC SERVICES

Traffic Contacts	538	502	607	599
Traffic Citations Issued	256	191	205	261
DUI Arrests	12	5	6	12

TRAFFIC CRASH INVESTIGATIONS

Property Damage	39	39	41	34
Personal Injury	19	10	8	9
Fatalities	0	0	0	1
TOTAL CRASH INVESTIGATIONS	58	49	49	44

VEHICLE USAGE

Total Miles Driven by Sheriff's Office	51,560	62,404	69,738	62,578
Vehicle Maintenance Expenditures	\$5,133	\$6,310	\$11,059	\$8,315
Fuel Expenditures	\$20,388	\$16,091	\$19,191	\$16,340
Fuel Gallons Purchased	3,889	4,348	5,122	4,539
Squad Damage Reports	0	0	0	1

AUXILIARY DEPUTIES

Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	35	38	79	88
TOTAL AUXILIARY HOURS	35	38	79	88

EVIDENCE/PROPERTY ROOM

New Items into Property Room	132	144	145	131
Disposal Orders Processed	33	30	64	3
Items Disposed Of	145	101	121	187
Items Sent to Crime Lab for Processing	11	8	19	4

INVESTIGATIONS/COPS ACTIVITIES

Total Assigned Cases (Patrol/Invest)	18	27	26	26
Total Closed Cases (Patrol/Invest)	18	13	24	28
Total Open Cases (Patrol/Invest)	83	101	101	99
Community Policing Meetings/Presentations	18	29	29	26

Sex Offender / Violent Offenders Against Youth Registrations

Sex Offender Registrations	11	12	13	13
Sex Offender - Address Verifications Completed	0	24	0	0
Sex Offender - Address Verification Attempted	0	33	1	0
Total # of Sex Offenders- Jurisdiction	28	33	34	34
Total # of Sex Offenders- Entire County	80	87	90	88
Violent Offenders Against Youth Registrations	2	4	3	4
VOAY - Address Verification Completed	0	5	0	0
VOAY - Address Verification Attempted	0	6	0	0
Total # of VOAY- Jurisdiction	8	8	5	6
Total # of VOAY- Entire County	24	24	25	25

RECORDS DIVISION

SHERIFF SALES	June-22	June-23	May-24	June-24
Sales Scheduled	5	9	9	17
Sales Cancelled	5	6	7	12
Sales Conducted	0	3	2	5

CIVIL PAPERWORK

Papers Filed/Received	147	192	204	185
Papers Served/Executed	82	111	136	143

ORDERS OF PROTECTION

OP Received	5	9	9	19
OP Prohibiting Firearms	5	6	7	2
OP Served	0	3	2	13

REPLEVINS/LEVY

Replevin/Levy Scheduled	0	0	0	0
Replevin/Levy Conducted	0	0	0	0

SA, SUBPOENA & FOIA REQUESTS

Electronic and Recording Copy Requests	100	85	75	60
Accident Reports	27	20	13	10
Background Checks	31	37	18	45
Incidents	55	69	80	108
Subpoenas	4	2	5	1
TOTAL REQUESTS	217	213	191	224

WARRANTS

Total Warrants on File	1,719	1,446	1,165	1,049
New Warrants Issued	144	116	134	103
Total Warrants Served	111	118	103	126
Warrants Quashed	21	25	34	93

EVICCTIONS

Evictions Scheduled for Month	8	12	17	13
Evictions Cancelled	1	7	7	5
Evictions Conducted	7	5	10	8

FEES

Civil Process Fees	\$2,406	\$5,109	\$6,129	\$6,667
Sheriff Sales Fees	\$2,277	\$3,900	\$2,100	\$3,000
Records Fees/Fingerprinting	\$90	\$100	\$365	\$455
Bond Processing Fees	\$1,892	\$4,184	\$538	\$872
TOTAL FEES COLLECTED	\$6,664	\$13,293	\$9,132	\$10,994

CORRECTIONS DIVISION**JAIL POPULATION**

New Intake Bookings	206	196	179	215
Inmates Released	205	184	184	203
Federal Inmate ADP	57	15	8	8
Kendall County Inmate ADP	67	60	47	44
Other Jurisdictions Inmate ADP	13	4	4	4
Average Daily Population	137	79	59	56
ADP of inmates housed in other Jurisdictions		10	6	5

JAIL MEALS	June-22	June-23	May-24	June-24
Number of Meals Prepared Consolidated/Aramark	11,892	7,567	5,788	5,240
Price Per Meal	\$1.43	\$3.07	\$3.08	\$3.08

INMATE TRANSPORTS

To and From Kendall County Courthouse	37	44	54	42
Other County Court Transports	2	7	0	2
Out of County Prisoner Pickups	2	12	17	30
To I.D.O.C	2	2	4	0
Medical/Dental Transports	5	10	5	7
Court ordered medical transports	2	0	4	2
Juvenile To and From Youth Homes/Courts	11	11	4	5
Federal Transports	8	5	7	2
To and From Kane County Jail		18	14	6
TOTAL INMATE TRANSPORTS	69	109	95	96

INMATE WORK CREWS

Number of Inmates	4	2	0	1
Number of Locations	1	1	0	1
Total Hours Worked	7	6	0	2

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$25,620	\$2,250	\$600	\$0
Amount Invoiced for Federal Housing	\$137,440	\$36,000	\$22,816	\$22,080
Amount Invoiced for Federal Court Transport	\$1,418	\$2,358	\$5,216	\$1,204
Amount Invoiced for Federal Medical Transport	\$727	\$573	\$183	\$0
TOTAL INVOICED	\$165,205	\$41,181	\$28,815	\$23,284

MEDICAL BILLING

Medical Contractual Services	\$20,890	\$21,917	\$294	\$1,230
Prescriptions	\$3,460	\$1,817	\$1,166	\$1,186
Medical	\$1,197	\$1,832	\$2,042	\$83
Dental	\$552	\$0	\$0	\$415
Emergency Medical Services	\$164	\$80	\$100	\$0
Medical Supplies	\$704	\$340	\$489	\$123
TOTAL MEDICAL BILLING	\$26,967	\$25,986	\$4,092	\$3,038

Housing Expense

Kane County Jail		\$16,425	\$0	\$0
TOTAL HOUSING EXPENSE		\$16,425	\$0	\$0

COURT SECURITY

Entries	10,386	11,522	11,466	9,932
Items X-rayed	4,182	4,960	4,422	3,921
Bond Call - In Person	9	11	83	124
Bond Call - Video	45	48	0	1
Kendall Prisoners	70	86	44	31
Other Prisoners	20	34	16	21
Arrests made at Courthouse	28	28	20	10
Contraband Refused	39	46	64	46

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	June-22	June-23	May-24	June-24
Juvenile	7	6	2	3
Adult	63	73	72	66
TOTAL PARTICIPANTS	70	79	74	69

Orders

Presentenced	67	74	65	61
Bischof	27	32	30	28
Post Sentenced	3	5	9	8

Days Defendants Served on EHM

Juvenile	141	111	38	53
Adult	1,739	2,098	1,963	1,777
TOTAL DAYS	1,880	2,209	2,001	1,830

EHM VIOLATIONS

Juvenile	1	1	0	0
Adult	28	8	11	9
TOTAL VIOLATIONS	29	9	11	9

COST vs. COLLECTIONS

Cost	\$4,944	\$5,810	\$5,263	\$4,813
Collected	\$4,263	\$2,430	\$12,103	\$29,523

KCSO TRAINING

CORRECTIONS DIVISION

NATURE OF TRAINING

Annual Mandatory Firearms Qual	1
Basic Cell Extraction Techniques	80
Breath Alcohol Operator	16
Communicating Eff & Prof w/ LGBTI Offenders	3
CourtSmart	0.5
Gangs 2	21
Identifying Trends in UOF Case Law	1.25
Identity Protection Act	0.75
LEADS LTFA	4
LEADS Re-Cert	6
Lexipol DTB's	16.5
NEOgov Harassment	3
OC Pepper Spray	1
Off	1
Policy 315	3
PREA Overview	21
PREA: Your Role Responding to Sexual Abuse	6
Security & Privacy LEADS	4.5
Taser Re-Cert	28
The Winning Mind for Women	16
Transparency Through Video	1
Understanding Behavior, Burnout & Depression	1
TOTAL HOURS	169.00 195.00 134.00 235.50

OPERATIONS DIVISION		June-22	June-23	May-24	June-24
NATURE OF TRAINING					
40 Hour Basic Crisis Negotiations					80
40 Hour Basic Investigation Skills					40
40 Hour First Line Supervisory Skills					80
Annual Mandatory Firearms Quals					146
CourtSmart					15.5
Criminal Related Interviewing					8
Ground Fighting Control Tactics: Instruct. Sustainment					8
Ground Fighting Control Tactics: Instruc. Develop. II					32
Incident Command for Improved Patrol Response					8
LEADS Re-Cert					1.5
Lexipol DTB's					21.75
Mental Health Awareness					5
Off Duty Qual					22
Proactive Patrol Tactics					16
Rifle Qual					31
Roll Call Training					23
Security & Privacy LEADS					1.5
The Winning Mind for Women					16
TLOC					7
	TOTAL HOURS	564.00	377.00	730.50	562.25
COURT SECURITY		June-22	June-23	May-24	June-24
NATURE OF TRAINING					
CourtSmart					2.5
Gangs 2					5
Lexipol DTB's					4.5
PREA Overview					5
	TOTAL HOURS	12.00	27.00	17.50	17.00
ADMINISTRATION DIVISION		June-22	June-23	May-24	June-24
NATURE OF TRAINING					
CourtSmart					0.5
	TOTAL HOURS	26.00	17.00	1.50	0.50
AUXILIARY		June-22	June-23	May-24	June-24
NATURE OF TRAINING					
Lexipol				2	1.25
	TOTAL HOURS	0.00	0.00	2.00	1.25
PART TIMERS		June-22	June-23	May-24	June-24
NATURE OF TRAINING					
Annual Mandatory Firearms Qual					8
CourtSmart					2.5
Firearms Restraining Order Act Awareness					1
Lexipol DTB's					6
Mental Health Awareness Refresher					5
Roll Call Training					1
	TOTAL HOURS	10.00	32.00	17.00	23.50

Kendall County Clerk					
Revenue Report		6/1/24-6/30/24	6/1/23-6/30/23	6/1/22-6/30/22	
Line Item	Fund	Revenue	Revenue	Revenue	
CLKFEE	County Clerk Fees	\$584.00	\$596.00	\$810.50	
MARFEE	County Clerk Fees - Marriage License	\$1,650.00	\$1,920.00	\$2,100.00	
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00	
ASSUME	County Clerk Fees - Assumed Name	\$25.00	\$30.00	\$15.00	
CRTCOP	County Clerk Fees - Certified Copy	\$1,600.00	\$1,878.00	\$1,558.00	
NOTARY	County Clerk Fees - Notary	\$0.00	\$0.00	\$300.00	
MISINC	County Clerk Fees - Misc	\$29.55	\$36.60	\$25.00	
	County Clerk Fees - Misc Total	\$3,918.55	\$4,460.60	\$4,808.50	
RECFEE	County Clerk Fees - Recording	\$21,583.00	\$21,677.00	\$28,866.00	
	Total County Clerk Fees	\$25,501.55	\$26,137.60	\$33,674.50	
CTYREV	County Revenue	\$38,170.75	\$60,443.25	\$78,916.25	
DCSTOR	Doc Storage	\$16,710.08	\$12,665.00	\$16,753.50	
GISMAP	GIS Mapping	\$39,510.00	\$40,230.00	\$53,132.00	
GISRCD	GIS Recording	\$5,897.00	\$2,682.00	\$3,542.00	
INTRST	Interest	\$90.85	\$104.87	\$27.79	
RECMIS	Recorder's Misc	\$913.50	\$3,076.50	\$5,083.00	
RHSP	RHSP/Housing Surcharge	\$21,024.00	\$10,728.00	\$14,589.00	
TAXCRT	Tax Certificate Fee	\$560.00	\$400.00	\$640.00	
TAXFEE	Tax Sale Fees	\$50.00		\$50.00	
PSTFEE	Postage Fees				
CK # 19886	To KC Treasurer	\$148,427.73	\$156,467.22	\$206,408.04	
Death Certificate Surcharge sent from Clerk's office \$948.00 ck # 19884					
Dom Viol Fund sent from Clerk's office \$280.00 ck 19885					

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES AS OF MONTH END 6/30/2024

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2024 YTD Actual</u>	<u>2024 YTD% %</u>	<u>2023 MTD Actual</u>	<u>2023 MTD %</u>
Personal Property Repl. Tax	\$915,000	\$387,660	42.37%	\$693,390	75.78%
State Income Tax	\$3,208,685	\$2,417,520	75.34%	\$2,241,364	70.96%
Local Use Tax	\$810,000	\$418,704	51.69%	\$465,103	61.20%
State Sales Tax	\$600,000	\$457,317	76.22%	\$318,826	49.05%
County Clerk Fees	\$350,000	\$135,951	38.84%	\$155,085	44.31%
Circuit Clerk Fees	\$1,000,000	\$750,496	75.05%	\$710,486	67.67%
Fines & Foreits/St Atty.	\$260,000	\$263,393	101.30%	\$221,740	88.70%
Building and Zoning	\$85,000	\$68,435	80.51%	\$50,445	63.06%
Interest Income	\$650,000	\$1,217,291	187.28%	\$574,599	766.13%
Health Insurance - Empl. Ded.	\$1,644,361	\$792,524	48.20%	\$731,667	49.16%
1/4 Cent Sales Tax	\$3,280,000	\$1,947,706	59.38%	\$1,878,510	58.18%
County Real Estate Transf Tax	\$450,000	\$328,488	73.00%	\$236,842	52.63%
Federal Inmate Revenue	\$503,700	\$152,260	30.23%	\$243,120	41.63%
Sheriff Fees	\$107,250	\$76,119	70.97%	\$64,810	57.02%
TOTALS	\$13,863,996	\$9,413,864	67.90%	\$8,585,988	65.28%
Public Safety Sales Tax	\$8,000,000	\$3,489,438	43.62%	\$3,320,787	44.28%
Transportation Sales Tax	\$8,000,000	\$3,489,438	43.62%	\$3,320,786	44.28%

****All FY2023 Accruals have been completed at this time. So these figures are where we currently stand for FY2024**

*Includes major revenue line items excluding real estate taxes which are to be collected later.

EXPENDITURES

All General Fund Offices/Categories

\$36,488,705	\$13,534,731	37.09%	\$13,419,588	49.9
				42.20%

Office of the Kendall County Coroner

Monthly Report June 2024

* There were 2.5 hours of community service time served during the month of June.

* June 2-6 - Coroner Purcell attended the St. Louis University, School of Medicine, Master's Conference for Advanced Death Investigators.

* June 27 - Coroner Purcell and Deputy Coroner McCarron attended the Coroner Day event at Gift of Hope in Itasca.

Deaths Report to the M.E.		Deaths Investigations	
June 2024	20	June 2024	3
YTD	195	YTD	24

MEI Scene Investigations		Postmortem Examinations	
June 2024	4	June 2024	3
YTD	30	YTD	10

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
June 2024	20	0	0	0	0	0
YTD	179	9	6	0	1	0

Cremation Permits Issued	
June 2024	10
YTD	121

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2024-0176	Natural	Neoplasm	11-10-1946	06-01-2024	None	Yes
2024-0177	Natural	Pulmonary-COPD	06-08-1939	06-03-2024	None	No
2024-0178	Natural	Dementia-Alzheimers	03-20-1940	06-05-2024	None	No
2024-0179	Natural	Cardiac	05-05-1954	06-07-2024	None	No
2024-0180	Natural	Dementia-Alzheimers	08-09-1948	06-08-2024	None	No
2024-0181	Natural	Renal Disease	01-02-1970	06-09-2024	Full	Yes
2024-0182	Natural	Cardiac-Infarct NOS	06-14-1948	06-12-2024	None	No
2024-0183	Natural	Dementia-Alzheimers	03-01-1943	06-13-2024	None	No
2024-0184	Natural	Cardiac-Infarct NOS	10-22-1948	06-14-2024	None	No
2024-0185	Natural	Neoplasm	04-17-1946	06-15-2024	None	No
2024-0186	Natural	Cardiac	06-01-1931	06-18-2024	None	No
2024-0187	Natural	Neoplasm	06-09-1949	06-18-2024	None	No
2024-0188	Natural	Dementia-Alzheimers	03-18-1942	06-19-2024	None	No
2024-0189	Natural	Chronic Alcoholism	09-08-1987	06-20-2024	Full	Yes
2024-0190	Natural	Neoplasm	01-15-1943	06-21-2024	None	No
2024-0191	Natural	Cardiac	03-26-1947	06-23-2024	None	No
2024-0192	Natural	GI Tract Disease	01-28-1973	06-23-2024	Full	Yes
2024-0193	Natural	Dementia-Alzheimers	05-23-1936	06-28-2024	None	No
2024-0194	Natural	Neoplasm	11-07-1946	06-28-2024	None	No
2024-0195	Natural	Dementia-Alzheimers	08-06-1947	06-29-2024	None	No

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

Emergency Management Report

JUNE 2024

○ KCEMA Operations

- Presented at the Boulder Hill Neighborhood Watch meeting on June 12th
- Presented at the Kendall County interns meeting on June 13th
- Hosted two evening IAmResponding tutorial meetings to EMA members via TEAMS

○ CERT Classes

- June and July KCEMA will host CERT training for the Sheriff's Youth Academy and Oswego. The Oswego classes will be for adults and delivered at the Oswego PD Community Room, one each week (evening) from July 9th through August 28th. The Sheriff's Youth Academy will be hosted in the KCEMA EOC along with a storm spotter class.

○ Nuclear

- Although this will occur in July, we're preparing for the bi-annual dosimetry exchange with the State. We have 3 dosimetry kits, one in the EOC, 1 in Platteville and 1 in Newark.

○ Festival Season

- The UCP and in some cases, KCEMA volunteers, will be at various summer festivals in the coming months.
 - 06/03/24 – DuPage OHSEM
 - 06/08/24 – SAR Training
 - 06/13/24 – 06/16/24 – Oswego Prairie Fest
 - 06/28/24 – 06/30/24 – Plainfield Fest

○ Meetings/Training/Volunteers/Details

- NWS Weather Briefs
- 06/06/24 – IAR tutorial
- 06/10/24 – IAR tutorial
- 6/17/24 – EMA Volunteer business meeting/training
- 06/21/24 Recovery/Resilience Monthly Learning Sessions

To: Law, Justice and Legislation Committee Board Members
 Kendall County Board
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov
 dgillette@kendallcountyil.gov

MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER

AS OF JULY 2024

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>J.DEETS</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Criminal Felony:	148	216	252	43		5	123	
Class M-	4	5						
Class X-	19	24	10	1		1		
Class 1-	17	31	15	1		1		
Class 2-	38	53	44	1		1		
Class 3-	16	40	69	22		1		
Class 4-	54	63	123	18		1		
MX/SVP/Post C.:	2						2	
Criminal CM:	32	36	96	35	69	55	56	
Criminal DUI/DT:	17	3	9	17	34	22	19	
Criminal DV:	4	5	5	21	41	59	25	
Traffic Offenses (TR):	24	31	52	7	57	27	29	
Traffic Offenses (MT):	14	10	28	24	130	189	149	
Juvenile JA/Truancy JV:			4	70	55	44	12	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>J.DEETS</u>	<u>S. KIRST</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Juvenile JD:			3		49	20	29	
Class X-					1			
Class 1-					2			
Class 2-					4			
Class 3-					14	5		
Class 4-					6	5		
CM-					22	10		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							29	
Total Open/July-24:	241	301	449	217	435	416		2,059
Total Open/June-24:	268	267	428	217	391	408		1,979
Total Closed/June-24:	37	44	31	63	62	70		307
Total New Files-June-24:	33	58	93	17	121	122		444