

FORENSIC ENGINEERING REPORT

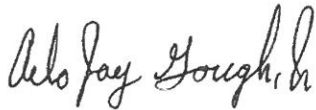
Regarding: Mary Myelle
Loss Location: Village of Kirkland, Illinois
419 Main Street
Kirkland, IL 60146

Client: Country Insurance & Financial Services

Reference Number: 205-0077134

Nederveld File Number: 16800884

May 6, 2016



Arlo Gough, PE
Nederveld, Inc.
Forensic Engineer

Professional Engineer (PE) – License No. 40764-6
Licensed by the State of Wisconsin



David A. Weaver, SE, CBIE
Nederveld, Inc.
Senior Forensic Engineer

Structural Engineer (SE) – License No. 081005568
Licensed by the State of Illinois
Certified Building Inspection Engineer (CBIE)
*Certified by the Building Inspection Engineering
Certification Institute*



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Assignment Details

Based on an April 7, 2016 request, a site visit at 419 Main Street, Kirkland, IL was conducted on April 8, 2016 by Mr. Arlo Gough, PE, of Nederveld, Inc. Mr. Les Bellah, Mayor of The Village of Kirkland, and Mr. Alex Townsend with Nederveld, Inc. were present during our site visit.

We were informed by a representative of our client that Ms. Mary Myelle's vehicle impacted the subject loss location building, owned by the Village of Kirkland, IL. The reported date of loss is April 3, 2016.

Purpose and Scope

The purpose of our investigation was to determine if the subject building can be repaired. If repair is appropriate, we are to provide a plan of repair.

The scope of our investigation included the following:

- 1) An assignment received April 7, 2016, from a representative of our client, including instructions regarding the purpose and scope of our investigation and providing background information.
- 2) A site visit completed on April 8, 2016, which included a visual inspection, taking photographs and measurements, and discussions with the Mr. Les Bellah.
- 3) A subsequent telephone conversation with the assigned representative of our client at which time we were asked to coordinate our plan of repair with the manufacturer of the building, Behlen Manufacturing Company.
- 4) The preparation of the written report of our findings.
- 5) 92 photographs are on file.

Results of Investigation

Information provided by Mr. Bellah:

- 1) He believes that the building was constructed in the mid to late 1970s.
- 2) The Village of Kirkland currently owns the building.
- 3) The building has been unoccupied for approximately four years. Prior to that, it was a grocery store.
- 4) Approximately a year and a half prior, the store was stripped of the shelving and other items. No other work has been done to the building since the Village of Kirkland took ownership.
- 5) A vehicle struck the side of the building the Sunday prior to our site visit, causing the west wall to move inward.
- 6) He had several photographs that he indicated he would email or text to Nederveld. As of the date of this report, Nederveld has not received the photographs.

General information and observations related to the investigation:

- 1) The front of the building facing Main Street is the south elevation.
- 2) The subject structure is a one-story commercial building situated in downtown Kirkland, Illinois and measures approximately 100' in the north-south direction and 60' in the east-west direction.
- 3) It is approximately 10' from the top of the concrete foundation to the eave.
- 4) The building construction appeared to be a Behlen Building System. Mr. Barry Baldwin with Behlen Manufacturing Company confirmed that the building is a Behlen S-Span building. Mr. Baldwin confirmed that they have the original drawings and design of the building on file.
- 5) The wall panels are 42" wide corrugated metal with 14" spacing between ribs that are 3" deep. There is a continuous metal skirt (2' high) at the base of the metal panel wall that appears to be a prior repair. The corrugated metal panels measured 0.025" thick and the metal skirt measured 0.017" thick.
- 6) The west wall was displaced inward as much as 20" at the impact location. Approximately 50 linear feet of wall panels and skirt were bent and distorted at the base as a result of the vehicle impact. The skirt displayed significant corrosion along the base.

- 7) The metal footing channels displayed significant corrosion from long-term exposure to the moisture. The metal footing channel was reduced to rusted particles at some locations along the length of the wall that was displaced inward as a result of the exposure to moisture.
- 8) The fasteners that secure the footing channels to the concrete foundation displayed significant corrosion to the extent that the bolts were corroded through and were no longer securing the footing channels to the concrete foundation.
- 9) The profile of the wall from outside to inside included the metal wall panels, fiberglass batt insulation, wood furring, and 4' wide wood veneer wall panels.
- 10) There is an enclosure along the west wall that measured approximately 4'-6" in the east-west direction and 10'-8" and in the north-south direction. The enclosure is to the south of the impact location. The north wall of the enclosure was measured to be displaced approximately 1/8" in 4' with the top to the west. This is inconsistent with the direction of the impact.
- 11) There were no witness marks that would indicate movement of the west wall at the roof or at the enclosure.

Conclusion

Based on our investigation and conversations with Mr. Barry Baldwin of Behlen Manufacturing (the building manufacturer) regarding the damage to the subject building, it is our opinion that the building can be repaired. We offer the following for the plan of repair.

Plan of repair:

- 1) Behlen Manufacturing Company has provided three options for the repair of the subject building. These include:
 - a) Option #1: This includes material for replacing the lower 3'-6" of the metal panel wall that was affected by the vehicle impact only (50 linear feet). The cost of the materials is estimated to be \$1,646 and the shipping is estimated to be \$250. The material required per Behlen Manufacturing Company includes the following:
 - i) (15) 3" corr. S-S-pan wall panels, 20ga galvanized x 4'-8" long
 - ii) (5) 3 panel inside footing channels
 - iii) (5) 3 panel outside footing channels
 - iv) (AR) bolts nuts and sealers as required for installation
 - b) Option #2: This includes material for replacing the lower 3'-6" of the metal panel wall for the entire length of the building including the area damaged by the vehicle impact. Per discussions with Mr. Baldwin, the metal skirt is not a Behlen product and does not have sufficient thickness to be considered as part of the structural system. Therefore, the wall is considered to be unstable. Additionally, the corrosion at the base of the wall is another reason that the entire length of wall is recommended for replacement. The cost of materials is estimated to be \$2,792 and the shipping is estimated to be \$500. The material required per Behlen Manufacturing Company includes the following:
 - i) (30) 3" corr. S-S-pan wall panels, 20ga galvanized x 4'-8" long
 - ii) (10) 3 panel inside footing channels
 - iii) (10) 3 panel outside footing channels
 - iv) (AR) bolts nuts and sealers as required for installation
 - c) Option #3: This includes footing channels only for the entire length of the building. The footing channels are to be secured to the top of a new approximately 3' tall (40 inch) concrete masonry unit (CMU) wall. The cost of the materials (exclusive of the masonry work) is estimated to be \$1008 and the shipping is estimated to be \$150. The material required per Behlen Manufacturing Company includes the following:
 - i) (10) 3 panel inside footing channels
 - ii) (10) 3 panel outside footing channels
- 2) Repair Option #3 will involve additional costs of structural design and installation of the masonry skirt wall.
- 3) All work shall be performed by an experienced contractor utilizing skilled tradesmen with at least five years of experience in repairing and/or constructing pre-engineered metal buildings or commercial structures similar to this structure.

- 4) All work shall be performed in accordance with the latest adopted addition of the governing code as well as any other jurisdictional building department requirements.
- 5) Shoring, bracing, and controls shall be provided by the contractor prior to and during the repair of the subject building as required to maintain stability of the structure and to prevent further damages.
- 6) Replace 500 square feet of fiberglass batt insulation, wood furring, and wood veneer wall panels.

The information contained in this report is based on information available at the time that this report was prepared. Nederveld, Inc. reserves the right to amend and/or modify this report if new and/or significant data becomes available that impacts the situation and parameters of this investigation.

Our services were performed using the degree of skill normally exercised by practicing professional individuals in this area and similar locales. No other warranty is either expressed or implied.

The information presented in this report is time dependent, and conditions can change. Reliance on or any use of this report by anyone other than with our client, its successors, and/or assigns, is prohibited and, therefore, not foreseeable to Nederveld, Inc. Any such unauthorized reliance on or use of this report, including any of its information or conclusions, will be at the third party's risk. For the same reasons, no warranties or representations, expressed or implied in this report, are made to any such third party.

Photographs



Photo #1 – South elevation.



Photo #2 – View of the building from the northwest.

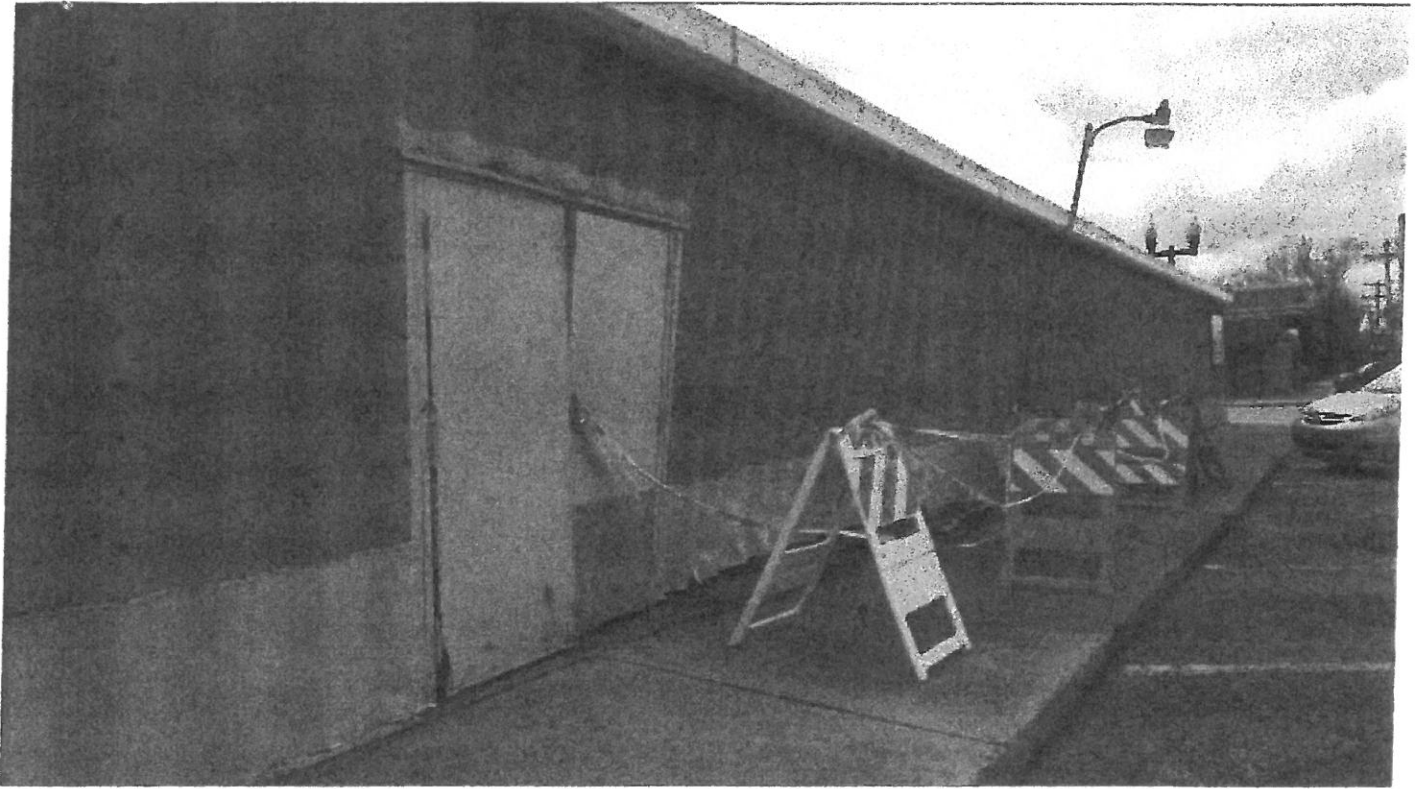


Photo #3 – The west wall was displaced inward.

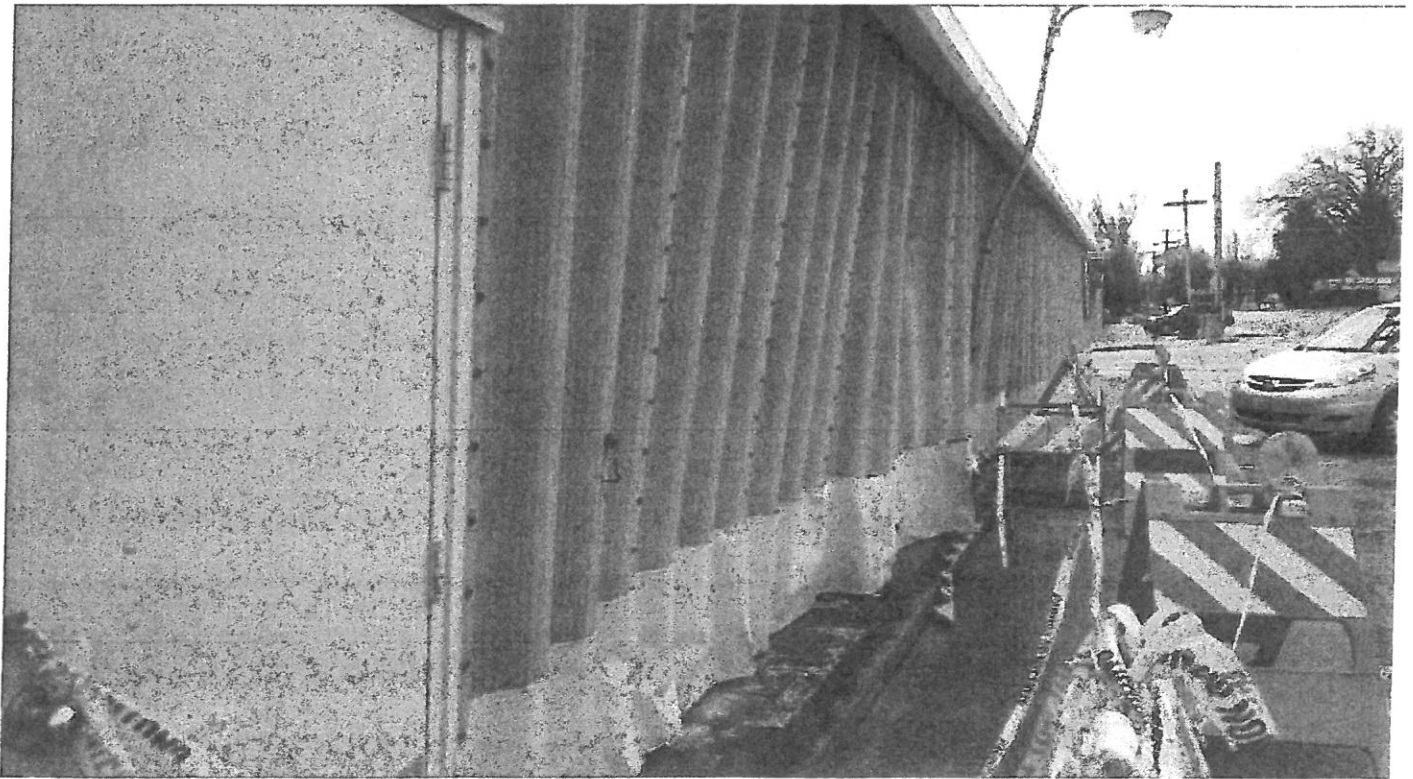


Photo #4 – The west wall was displaced inward.



Photo #5 – The footing channel has corroded as a result of long-term exposure to moisture.

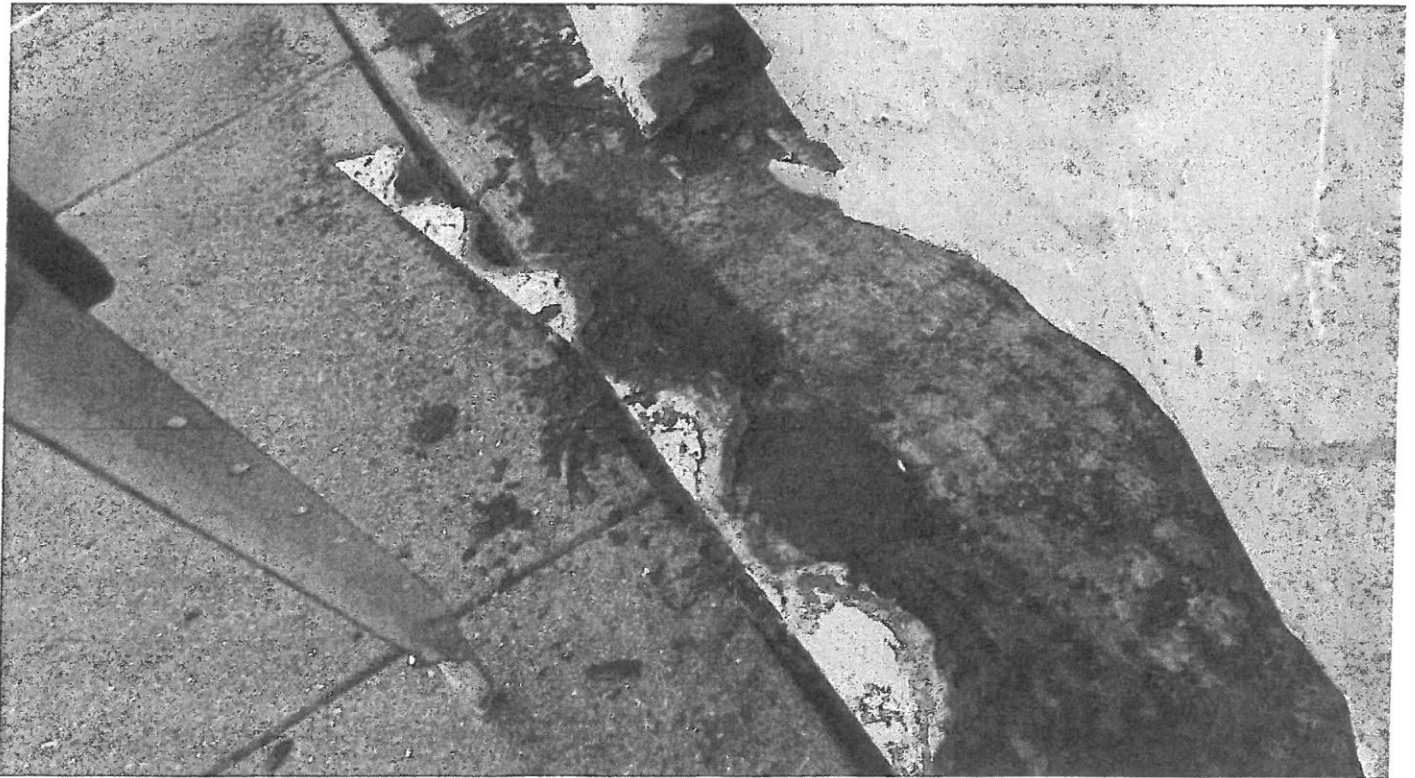


Photo #6 – Significant corrosion of the footing channel.



Photo #7 – The foundation anchor has corroded through.

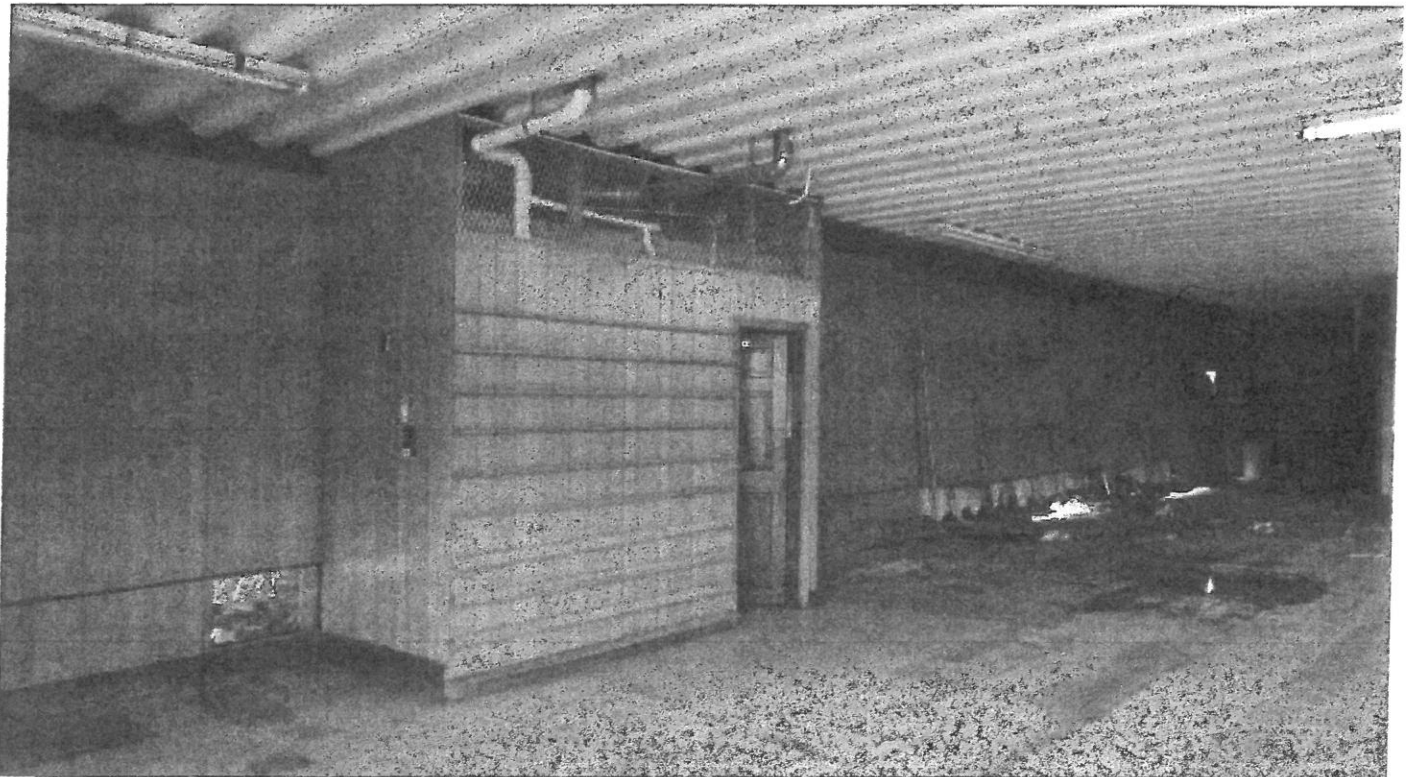


Photo #8 – View of the displaced wall from the interior. Notice the enclosure in the foreground.

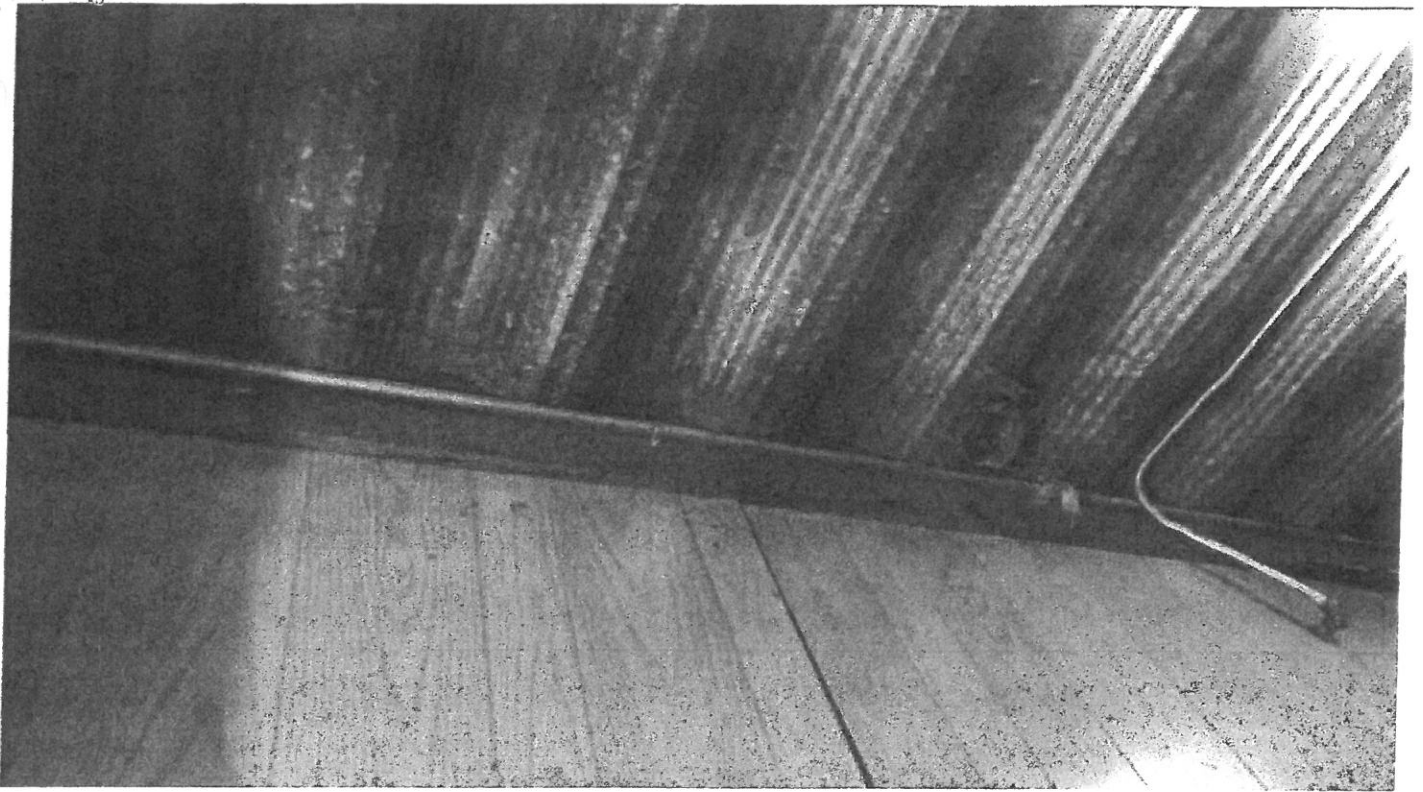


Photo #9 – No evidence of movement at the roof panels adjacent to the interior enclosure.



Photo #10 – No evidence of separation or movement of the roof panels above the wall that was displaced inward.



Photo #11 – View of the profile of the wall with furring and insulation.

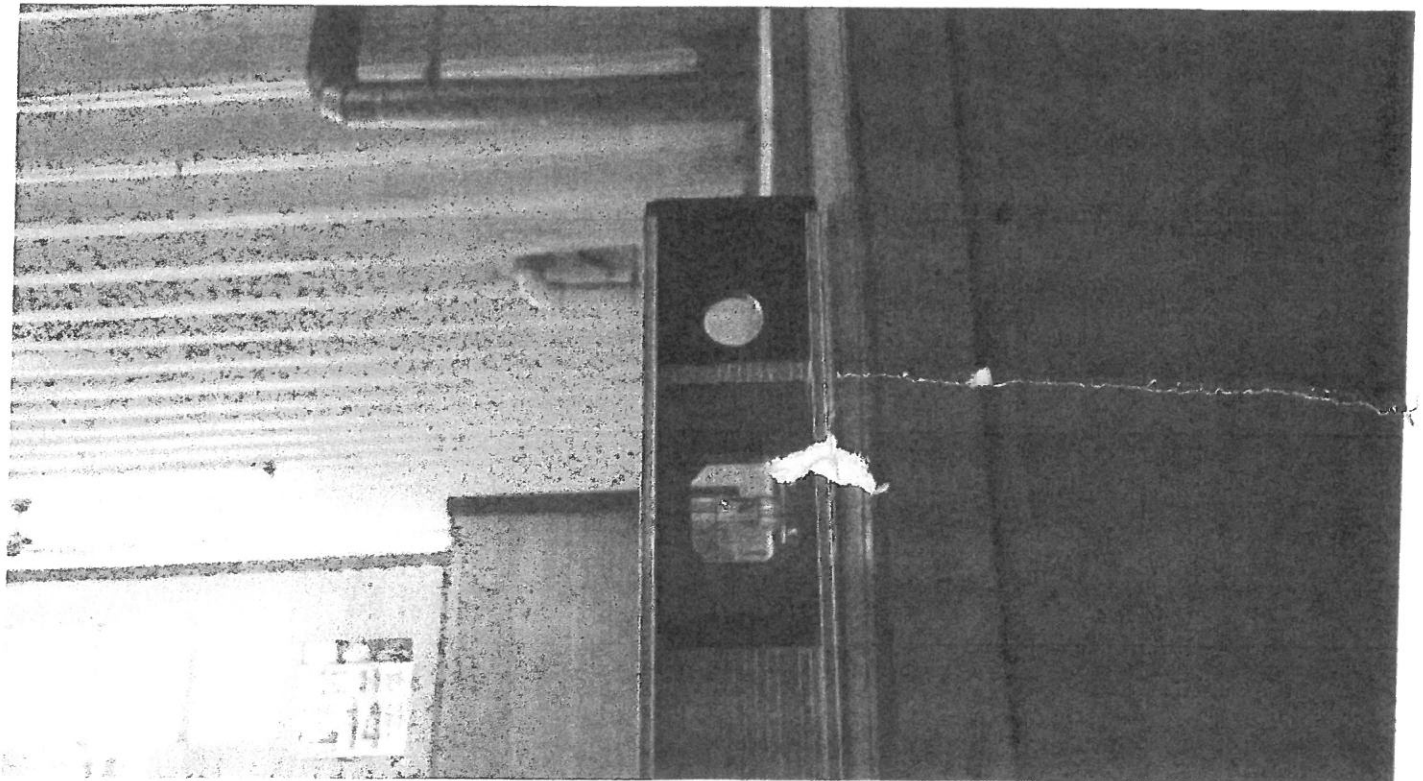


Photo #12 – The enclosure on the south side of the impact location was displaced with the top of the wall outward. This is inconsistent with the impact.



Field Claims Center
PO Box 2020
Bloomington, IL 61702-2020

5/24/2016

Village of Kirkland
Attn: Les Bellah
511 W Main St.
Kirkland, IL 60146

RE: Claim #: 205-0077134
Date of Loss: 4/3/2016
Loss Location: 419 Main St., Kirkland, IL

Dear Village of Kirkland:

Enclosed is a copy of the engineer's report for the vehicle damages to the building you own at 419 Main St. Kirkland, IL 60146 which indicates the building can be repaired. Also enclosed is the estimate to temporarily board up the building, build a temp wall the entire length of the west side of the building and repair the damages to the structure.

I am enclosing a copy of a release for Property damages for you to review. Please review the information provided and let me know if you have any questions. We are prepared to issue our payment of \$18,116.11 to the village with the return of the executed release of claim for property damages.

Actual Cash Value means the replacement cost of the damaged property less depreciation.

This estimate of repair reflects the extent of known covered damages to your property. You may have the repairs made by a contractor of your choice. However, any repair charges that increase the repair cost above our estimate will be your responsibility unless agreed to in advance by us. COUNTRY Financial does not guarantee the workmanship of any contractor or vendor. Contractors and vendors are selected and hired by you.

If you or your contractor should have any questions, please contact me at the number below.

Sincerely,

COUNTRY Mutual Insurance Company®

Seth Gelander

Phone: 815-931-9165
Fax: 866-255-7961
seth.gelander@countryfinancial.com



RELEASE OF ALL CLAIMS FOR PROPERTY DAMAGE ONLY

Claim #: 205-0077134
Date of Loss: 4/3/2016
Claimant: Village of Kirkland

For the **SOLE CONSIDERATION OF** Eighteen thousand one hundred sixteen Dollars and eleven cents, the receipt and sufficiency of which is acknowledged, the undersigned releases and forever discharges MYELLE MARY L, her heirs, executors, administrators, agents and assigns, **COUNTRY Mutual Insurance Company[®]**, **Bloomington, IL**, all other persons, firms or corporations liable, or who may be claimed to be liable, none of whom admit liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property caused by an accident which occurred on or about 4/3/2016 at or near Kirkland, Kirkland, IL.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any against the undersigned, her heirs, executors, agents and assigns.

It is further understood and agreed that this release and payment is not to be construed as a waiver or estoppel of any party released to prosecute a claim or action for any damages sustained.

Undersigned declares that the terms of this settlement have been completely read, are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal this ___ day of ____, 20__.

In presence of:

Signee

Witness

Dated

Signee

Witness

Dated



Country Financial

P O Box 2020
Bloomington, IL 61702-2020

Insured: Village of Kirkland
Property: 419 Main St.
Kirkland, IL 60146
Business: 511 W Main St.
Kirkland, IL 60146

Claim Rep.: Seth Gelande
Business: P O Box 2020
Bloomington, IL 61702

Business: (815) 931-9165
E-mail: seth.gelander@countryfinancial.com

Estimator: Seth Gelande
Business: P O Box 2020
Bloomington, IL 61702

Business: (815) 931-9165
E-mail: seth.gelander@countryfinancial.com

Claim Number: 205-0077134

Policy Number: AA1919883

Type of Loss: Vehicle

Date of Loss: 4/3/2016
Date Inspected:

Date Received:
Date Entered: 5/24/2016 9:19 AM

Price List: ILRO8X_MAY16
Restoration/Service/Remodel
Estimate: 205-0077134

This estimate of repairs reflects the extent of known covered damage to your property. You may have the repairs made by a contractor of your choice. However, any repair charges that increase the repair cost above our estimate will be your responsibility unless agreed to in advance by us. COUNTRY Financial does not guarantee the workmanship of any contractor or vendor. Contractors and vendors are selected and hired by you.

Please note: If you have purchased replacement cost coverage (see your policy declarations page), you have one year from the date of loss to make repairs noted on this estimate and to request payment for the difference between the actual repair costs and the amount we have already paid. However, any replacement cost exceeding our estimate will be your responsibility unless otherwise agreed to by us.



Country Financial

P O Box 2020
Bloomington, IL 61702-2020

205-0077134

205-0077134

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Depreciation for the items we are replacing is based on its estimate 10 year age. Their is no depreciation applied to the repair of the wall.						
Total: 205-0077134			0.00	0.00	0.00	0.00

West Wall

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
(Material Only) Siding - metal materials only per Engineer report*	1.00 SF	2,792.00	0.00	2,792.00	<0.00>	2,792.00
(Material Only) Shipping of Materials*	1.00 SF	500.00	0.00	500.00	<0.00>	500.00
Siding Installer - per hour	48.00 HR	75.60	0.00	3,628.80	<0.00>	3,628.80
Two men three days at eight hours each to complete the repair. 48 hours of total siding labor for wall repair.						
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	542.90	0.00	542.90	<0.00>	542.90
Haul the damaged building materials to the dump.						
Remove Light pole w/concrete base - up to 20' high - steel - 4"	1.00 EA	111.38	0.00	111.38	<0.00>	111.38
(Install) Light pole w/concrete base - up to 20' high - steel - 4"	1.00 EA	761.62	0.00	761.62	<0.00>	761.62
Totals: West Wall			0.00	8,336.70	0.00	8,336.70

Interior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
R&R Stud wall - 2" x 4" - 16" 10 ft High oc temp shore of west wall so repairs can be completed.*	1,020.00 SF	2.13	43.35	2,215.95	<0.00>	2,215.95
R&R Paneling on west wall *	1,020.00 SF	2.53	42.08	2,622.68	<157.17>	2,465.51
Electrician - per hour	16.00 HR	110.00	0.00	1,760.00	<0.00>	1,760.00
Labor to detach and reset electric in conduit along west wall so the repair can be made to the wall.						
R&R Board-up hole in the west wall temporarily*	256.00 SF	1.95	9.12	508.32	<0.00>	508.32
Detach & Reset Crown molding - 2 1/4"	102.00 LF	3.27	0.13	333.67	<0.00>	333.67
R&R 1" x 4" lumber (.333 BF per LF) furring strips*	408.00 LF	2.66	8.67	1,093.95	<50.63>	1,043.32
Batt insulation - 2" - R6 (split R11 batt)	1,020.00 SF	0.75	22.31	787.31	<52.49>	734.82
R&R Baseboard - 6" hardwood	102.00 LF	7.24	27.41	765.89	<48.07>	717.82
Totals: Interior			153.07	10,087.77	308.36	9,779.41
Line Item Totals: 205-0077134			153.07	18,424.47	308.36	18,116.11



Summary for Property Damage

Line Item Total	18,271.40
Material Sales Tax	153.07
Replacement Cost Value	\$18,424.47
Less Non-recoverable Depreciation	<308.36>
Actual Cash Value	\$18,116.11
Net Claim	\$18,116.11

Seth Gelande

Terri D'Amato

From: Barbara J. Dettmer <barbarajdettmer.icci@yahoo.com>
Sent: Friday, February 03, 2017 11:17 AM
To: Les Bellah
Cc: Theresa D'Amato
Subject: Building Permit Information

Good morning, Les.

As we discussed, the potential owners of 419 West Main Street, Kirkland, would need to do the following to apply for a building permit:

1. Have the environmental assessment/remediation completed. Because this will be a remodel, now the remediation will have to include any lead found during the testing. The testing and remediation will have to be conducted by a qualified, licensed company/individual. Results of the testing and remediation and follow-up testing for the "all-clear report" will have to be provided with the application for permit for the remodel.
2. An "Application for Permit" and the list job professionals/contractors will have to be completed and submitted along with:
 - a. Three sets of the plans designed by a licensed professional (architect and/or engineer) meeting the 2006 International Building, Fire, Fuel Gas, and Mechanical Codes and 2005 National Electrical Code adopted by the Village of Kirkland, the Illinois State Energy Code (the 2015 International Energy Code with State Amendments), the 1997 Illinois State Accessibility Code, and the 2014 Illinois State Plumbing Code. These plans should take into consideration the report the Village has from the Structural Engineer.

Prior to developing the plans, we should have a meeting with the prospective owners and the design professional of their choice to discuss the building/remodelling project.

Regards,

Barbara

Barbara J. Dettmer, MCP
Vice President
International Codes Consultants and Inspections, Inc. (ICCI)
P. O. Box 729
Oswego, IL 60543-0729
Telephone: 630-551-ICCI (4224)
Facsimile: 630-551-4244
Cellular: 630-816-8455
e-mail: barbarajdettmer.icci@yahoo.com

Village of Kirkland
Ordinance Committee of the Whole
Monday January 9, 2017

Meeting was called to order at 7:00 pm. Present were Trustees Emily Harvel, Mary Micele, Colleen Ford, Wanda McMurray and Sarah Ziegler.

Unfinished Business

None

New Business

1. Possible Sale of Building at 419 Main Street

We discussed the option to sell the building instead of moving forward with the previous decision of demolition.

After looking at the property at 419 Main, prospective buyers Gene and Candy Brockway were present to show their interest and ideas for the building. The Brockway's are going to work on a potential business plan to present at the Feb. 6th, 2017 general board meeting. Trustee Ziegler will forward the Brockway's information she has received on revolving loan options. Trustee Harvel will get them information they may need in regards to ordinances.

Meeting adjourned at 7:20 p.m.

Respectively submitted,

Emily Harvel
Ordinance Committee Chair

**Department of Building Safety
Zoning, Plan Review, and Inspections**

16 December 2016

The Honorable Les Bellah, Village President
Village Board Members
Village of Kirkland
511 West Main Street
Kirkland, IL 60146

Dear Mayor Bellah and Village Board Members:

***Subject: RFP Number K20161001 for Environmental Services for
419 West Main Street, Kirkland, IL 60146***

Two bids were received for the above-referenced RFP:

1. Independent Environmental Consultants, Inc. (hereinafter *INDEVCON*), 901 North 1st Street, Suite 11, DeKalb, IL 60115
2. Inland Environmental Remedial Services, Inc. (hereinafter *Inland*), 5 Bartlett Road, Barrington, IL 60010.

Analysis of the two bid proposals revealed Inland addressed all components of the RFP.

Inland's bid for the Environmental Assessment (inspection, testing, reporting) and demolition oversight components of the RFP is \$1,500.00. The INDEVCON bid for these same services was \$200.00 higher at \$1,700.00.

A major component of this RFP is the potential remediation. Inland has provided an estimate not to exceed of \$15,075.00 for the remediation of anticipated hazardous materials—the asbestos: in the tile installed on the floor and in the roofing/flashing on vents, as well as the fluorescent lights and PCB ballasts. INDEVCON provided an "estimate" of time & materials at prevailing wage with no specific estimated dollar amount.

Therefore, it is my recommendation the bid should be awarded to Inland.


Respectfully submitted,



Barbara J. Dettmer, MCP
Deputy Code Official/Village of Kirkland
Vice President

Enclosure

Evaluation of Proposals Received
 RFP Number K20161001
 Environmental Assessment and Remediation
 419 Main Street, Kirkland, IL 60146

Company	Initial Inspection	Asbestos Sample Polarized Light Microscopy Analysis Testing Costs	Lead-based Paint Sample Flame Atomic Absorption Method Testing Costs	Required Reports	TOTAL ESTIMATE FOR ASSESSMENT/TESTING/R EPORTS	Hazardous Containing Materials (Inventory/Disposal)	Remediation Cost Estimates	TOTAL ESTIMATE FOR REMEDIATION OF HAZARDS	TOTAL ESTIMATE FOR INSPECTION DURING DEMOLITION ACTIVITIES	TOTAL ESTIMATED COST FOR ALL CATEGORIES
Independent Environmental Consultants, Inc.	\$550.00	Included, but no specific cost nor number of samples to be tested provided	Not provided	\$350.00	\$900.00 plus cost of lead-based testing	Not provided	No Estimate Provided: Time & Materials, Prevailing Wage	Not provided	\$800.00 based on \$100/hr. for 8 hrs.	Not Available
 Inland Environmental Remedial Service, Inc.	\$400.00	\$25.00 per sample; estimating 12 samples Estimated total: \$300.00	\$40.00 per sample; estimating 3 samples Estimated total: \$120.00	Included	\$820.00	Estimating 120 items (80 Fluorescent lights & 40 PCB Ballasts @ \$7.50/each)	Not to Exceed \$14,175.00 (\$13,275.00 for an estimated 4,425 Sq. Ft. of Asbestos Floor Tile) (\$900.00 for Roofing/Flashing on Vents)	Not to exceed \$15,075.00	\$680.00	\$16,575

INDEVCON, Inc.



Independent Environmental Consultants, Inc.

901 N. 1st Street, Suite 11
Phone (815) 758-6896

DeKalb, Illinois 60115
Fax (815) 748-2515

Code Official Barbara Dettmer, MCP
VILLAGE OF KIRKLAND
511 W. Main Street
Kirkland, IL 60146

December 14, 2016
Proposal No. VK-121614058

RE: ENVIRONMENTAL ASSESSMENT FOR DEMOLITION OF STRUCTURE LOCATED AT 419 WEST MAIN STREET, KIRKLAND, IL 60146

Dear Ms. Dettmer:

Thank you for the opportunity to provide a bid for the project referenced above. The following tasks will be performed to complete the Environmental Assessment necessary to perform the demolition under Illinois IEPA/IDPH regulations.

ASSESSMENT TASKS

- o Survey and testing of all suspect asbestos containing materials (ACMs), including floor tiles, insulation and pipe insulation.
- o Completion of the pertinent portions of the Commercial Environmental Site Assessment form (attached).
- o Summary report, including photographic log, detailing findings of Site Assessment (and All Clear, if possible).
- o Provide remediation, if necessary, of any environmental issues, along with closure testing and All Clear documentation.
- o Completion of 10 Day Notification of Demolition or Renovation.
- o Provide Environmental Professional for demolition oversight and supervision of activities related to unforeseen environmental issues during demolition activities.

COST ESTIMATE - The tasks detailed in the preceding paragraphs will be performed for the following fees:

1. Asbestos Survey & Laboratory Analysis	\$ 550.00
2. Completion of Commercial Environmental Site Assessment form	\$ 100.00
3. Summary Report of Findings, Including Photographic Log	\$ 150.00
4. Remediation of Environmental Risk Materials (Time & Materials, Prevailing Wage)	\$??? .00
5. Completion of 10 Day Notification of Demolition or Renovation	\$ 100.00
6. Environmental Professional for Demolition Oversight: \$ 100/hour, Estimate 8 hours	\$ 800.00

Estimated Total to Complete Environmental Assessment & Provide Demolition Oversight \$ 1,700.00

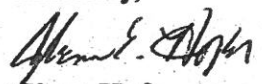
Professional, Practical Environmental Solutions

Undiscovered or unforeseen circumstances behind inaccessible walls, ceilings or in sealed rooms of the structure may increase the total cost, although such conditions are not anticipated. Any additional work that may become necessary will be approved by CLIENT prior to initiating any tasks outside of the estimate. **Any and all cost savings that may become available will be passed on to the CLIENT.**

INDEVCON is available to commence work on this project once we receive two (2) signed original copies of the Professional Services Agreement. We will then sign both copies of the PSA, forward one (1) copy for your records, and commence work at your convenience and upon the published schedule. Final payment of all fees is to be made upon receipt of Final Invoice following completion of building demolition.

We appreciate the opportunity to submit this work plan and cost estimate to you. Should there be any questions, or if additional information is required, please call.

Sincerely,



Glenn Hofer
CES No. 12988

PROFESSIONAL SERVICES AGREEMENT

COMPENSATION. The estimated total cost to perform the work outlined in Proposal No. KV-121614058, herein become part of this agreement by reference and attachment is **\$ 1,700.00**, not including any remediation fees. Any additional costs will be approved by CLIENT prior to the performance of any work outside of the scope of the proposal. Should the costs incurred be less than the estimates, the cost savings will be passed on to the CLIENT. **Work will commence upon receipt of authorization, constituted by two (2) signed original copies of this Professional Services Agreement.** Final payment of all fees shall be made upon receipt of Final Invoice following building demolition.

REPRESENTATIONS & WARRANTIES. CONSULTANT hereby represents and warrants to CLIENT that CONSULTANT has the capability, experience and means required to perform the Services proposed. Such Services will be performed in a manner consistent with generally accepted professional practices, including documentation which may be used to satisfy Federal, State and Local laws, regulations and ordinances. All formal reports will be written in a manner acceptable to regulatory agencies.

SPECIAL PROVISIONS. In the event a breach occurs in this agreement, and either party incurs legal fees, collection costs or other costs associated with interpreting or enforcing this agreement, the prevailing party shall be entitled to recover reasonable costs, including attorney fees, litigation costs, service fees, statutory interests and other similar costs. Liability is strictly limited to the cost of completing this contract. This contractual agreement is hereby entered into as of the date(s) noted by the signatories below.

CLIENT NAME: Ms. Barbara Dettmer, MCP _____ Date _____
VILLAGE OF KIRKLAND
511 West Main Street
Kirkland, IL 60146

ACCEPTED BY: Mr. Glenn Hofer, Sr. Project Manager _____ Date _____
INDEVCON, Inc.
901 N. 1st Street, Suite 11
DeKalb, IL 60115

Incl: Proof of Insurance, Commercial Site Assessment Form, 10 Day Notification of Demolition Form

**Department of Building Safety
Zoning, Plan Review, and Inspections**

16 December 2016

The Honorable Les Bellah, Village President
Village Board Members
Village of Kirkland
511 West Main Street
Kirkland, IL 60146

Dear Mayor Bellah and Village Board Members:

***Subject: RFP Number K20161002 for Demolition Services for
419 West Main Street, Kirkland, IL 60146***

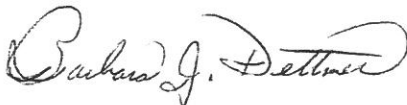
Four bids were received for the above-referenced RFP:

1. Alpine Demolition Services, 3515 Stern Avenue, St. Charles, IL 60174
2. American Demolition Corporation, 305 Ramona Avenue, Elgin, IL 60120
3. Northern Illinois Service Co., 4781 Sandy Hollow Road, Rockford, IL 61109
4. Wagner Excavating, LLC, 2590 Wagner Court, P. O. Box 611, DeKalb, IL 60115.

Analysis of the four bid proposals revealed two (2) were significantly higher than the other two (2) proposals. Alpine Demolition Services at \$48,000.00 was \$22,754.00 higher and American Demolition Corporation at \$57,550.00 was \$32,304.00 higher than the lowest bidder. The second lowest bidder, Wagner Excavating, LLC, at \$25,681.00 was \$435.00 higher than the fourth and lowest bidder, Northern Illinois Service Co.'s, bid of \$25,246.00.

Based on the significant difference in bid amounts and the completeness of the proposal presented, I recommend the lowest bidder, Northern Illinois Service Co., at \$25,246.00.

Respectfully submitted,



Barbara J. Dettmer, MCP
Deputy Code Official/Village of Kirkland
Vice President

Enclosure

Evaluation of Proposals Received
RFP Number K20161002

Demolition
419 West Main Street, Kirkland, IL 60146

Company	Permits (IEPA)	Permits (Village)	\$10,000 ROW Utility Bond	Certificate of Insurance with Additional Insured	Disconnect Water and Sanitary Sewer Services at the Property Line	Safety/Security Fencing	Traffic Control	Demolish All Buildings and Haul to Landfill	Remove All RFP-specified Items and Dispose of Rubble	Backfill, topsoil, finish grade; seed with specified mixture, cover restored areas	Provide copies of documents: permits, landfill tickets, certified payroll reports, etc.	Total Estimated Cost	Cost Ranking Highest Price (1) to Lowest Price (4)
Alpine Demolition Services	Not Stated	Not Stated	Not Stated	Not Stated	Included	Not Stated	Not Stated	Included	Included	Included	Yes	\$48,000.00	2
American Demolition Corporation	Yes/\$150.00	Yes/\$100.00	\$150.00	\$50.00	\$18,500.00	\$2,200.00	\$1,200.00	\$22,650.00	\$800.00	\$11,750.00	Yes	\$57,550.00	1
Northern Illinois Service Co.	Yes/\$150.00	Yes/\$100.00	\$100.00	Included @ no charge	\$100.00	\$100.00	\$100.00	\$13,646.00	\$7,000.00	\$3,950.00	Yes	\$25,246.00	4
Wagner Excavating LLC	Yes/\$150.00	Yes/\$100.00	\$125.00	Included @ no charge	\$2800.00 including sidewalk/asphalt patches	\$450.00	\$200.00	\$8,160.00	\$7,800.00	\$5,896.00	Yes	\$25,681.00	3

VILLAGE OF KIRKLAND
REQUEST FOR PROPOSALS
DEMOLITION PACKAGE

Name of Firm: ALPINE DEMOLITION SERVICES, LLC

Address: 3515 STERN AVE., ST. CHARLES, IL 60174

Phone: 630-761-0700

Fax: 630-761-0777

E-mail: ryan@knockitdown.com

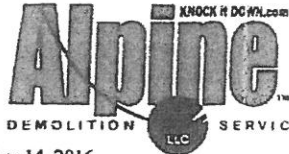
Proposals will be accepted until the specified time and date. Any firm attempting to deliver a proposal after the time and date specified will be refused.

Bond: YES
Prevailing Wage: YES
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Time and Date
2. Title of Job
3. Proposal Number

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT
BE ACCEPTED.



DBE/WBE/FBE certified

December 14, 2016

Village of Kirkland
511 W Main Street
Kirkland, IL 60146

Re: **Building Demolition**
419 W Main Street
Kirkland, IL

Alpine Demolition Services, LLC (Alpine) proposes to furnish labor, equipment, material, transportation and legal disposal as needed to complete the following scope of work at the above location.

Scope of Work:

- ✓ Perform demolition at the above referenced project\$46,500.00
 - o (1) Story Commercial Building, slab on grade, former grocery store building
- ✓ (1) Mobilization\$1,500.00
- ✓ (1) Gas demolition
- ✓ (1) Water disconnection at main
- ✓ Backfill void with clean clay and top with 4" of topsoil, seed & blanket
- ✓ All debris to be legally disposed of
- ✓ All demolition performed by diesel powered equipment.
- ✓ All work to be performed by union employees.
- ✓ All salvage to become property of Alpine after structures are released for demolition.

Exclusions:

- ❖ Curb, asphalt pavement, and gravel removal
- ❖ Any outstanding utility balances / shut off fees
- ❖ Removal of existing fence/site furnishings
- ❖ Erosion control, removal of soil.
- ❖ Demolition of underground utilities.
- ❖ Removal of wells and/or septic tanks/fields
- ❖ Removals not indicated above.
- ❖ All sheeting/shoring and/or bracing of items to remain.
- ❖ All layout and engineering.
- ❖ All salvage for owner.
- ❖ All removal of asbestos (including floor tile and mastic), special or hazardous waste. **Asbestos Inspection for notifications.**
- ❖ Removal of Underground Storage Tanks and/or contaminated soils.
- ❖ Patching or repair of any type.

Total: \$48,000.00

Thank you for the opportunity to earn your business. If you have any questions, please feel free to contact me at your convenience.

Respectfully Submitted,

RYAN HERMOSILLO
Project Manager

Accepted by: _____

Title: _____

Date: _____

VILLAGE OF KIRKLAND
REQUEST FOR PROPOSALS
DEMOLITION PACKAGE

Name of Firm: American Demolition Corporation

Address: 305 Ramona Avenue, Elgin, IL 60120

Phone: 847-608-0010

Fax: 847-608-0060

E-mail: wbeaman.adc@gmail.com

Proposals will be accepted until the specified time and date. Any firm attempting to deliver a proposal after the time and date specified will be refused.

Bond: YES

Prevailing Wage: YES

Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Time and Date
2. Title of Job
3. Proposal Number

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

**VILLAGE OF KIRKLAND
REQUEST FOR PROPOSALS
DEMOLITION PACKAGE**

Services and Pricing Detail for RFP K20161002

SERVICE	Included in Pricing Yes or No	Item Price	Proposal Total Cost
Permits:			
IEPA	YES	\$150.00	\$150.00
Village of Kirkland	YES	\$100.00	\$100.00
\$10,000 ROW Utility Bond	YES	\$150.00	\$150.00
Certificate of Insurance with Village as Additional Insured	YES	\$ 50.00	\$ 50.00
Disconnect Water and Sanitary Sewer Services at the Property Line	YES	\$18,500.00	\$18,500.00
Safety/Security Fencing	YES	\$ 2,200.00	\$ 2,200.00
Traffic Control	YES	\$ 1,200.00	\$ 1,200.00
Demolish All Buildings and Haul to Landfill	YES	\$22,650.00	\$22,650.00
Remove All RFP-specified items and Dispose of Rubble	YES	\$ 800.00	\$800.00
Backfill	YES	\$ 2,450.00	\$2,450.00
Topsoil	YES	\$ 5,200.00	\$5,200.00
Finish grade	YES	\$ 1,900.00	\$1,900.00
Seed with specified mixture	YES	\$ 1,200.00	\$1,200.00
Cover restored areas	YES	\$ 1,000.00	\$1,000.00

Total Price of Bid Proposal Submitted: \$57,550.00



"Breaking Into the Future"

American Demolition Corporation

305 Ramona Ave
Elgin, IL 60120
P: (847) 608-0010
F: (847) 608-0060

December 13, 2016

Village of Kirkland
511 West Main Street,
Kirkland, IL 60146

Re: Demolition of Commercial Structure
419 West Main Street
Kirkland, IL

American Demolition Corporation submits the following disposal locations in conjunction with the above project pursuant to specification 3.6 of the bid documents RFP Number K20161002

C&D Disposal

Rochelle Landfill
513 Mulford Road
Rochelle, IL 61068

Demolished Concrete

Zimmerman Recycling
1805 E. Lincoln Highway
DeKalb, IL 60115

Please let us know if additional information is required.

Respectfully submitted,
AMERICAN DEMOLITION CORPORATION

William R. Beaman
Vice President

VILLAGE OF KIRKLAND
REQUEST FOR PROPOSALS
DEMOLITION PACKAGE

Name of Firm: Northern Illinois Service Co.

Address: 4781 Sandy Hollow Rd., Rockford, IL 61109

Phone: 815-874-4422

Fax: 815-874-1944

E-mail: estimating@northernillinoiservice.com

Proposals will be accepted until the specified time and date. Any firm attempting to deliver a proposal after the time and date specified will be refused.

Bond: YES
Prevailing Wage: YES
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Time and Date
2. Title of Job
3. Proposal Number

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

VILLAGE OF KIRKLAND
REQUEST FOR PROPOSALS
DEMOLITION PACKAGE

Services and Pricing Detail for RFP K20161002

SERVICE	Included in Pricing Yes or No	Item Price	Proposal Total Cost
Permits:			
IEPA	<u>Yes</u>	<u>\$150.00</u>	<u>\$150.00</u>
Village of Kirkland	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
\$10,000 ROW Utility Bond	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
Certificate of Insurance with Village as Additional Insured	<u>Yes</u>	<u>no charge</u>	<u>no charge</u>
Disconnect Water and Sanitary Sewer Services at the Property Line	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
Safety/Security Fencing	<u>Yes, as needed</u>	<u>\$100.00</u>	<u>\$100.00</u>
Traffic Control	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
Demolish All Buildings and Haul to Landfill	<u>Yes</u>	<u>\$13,646.00</u>	<u>\$13,646.00</u>
Remove All RFP-specified items and Dispose of Rubble	<u>Yes</u>	<u>\$7,000.00</u>	<u>\$7,000.00</u>
Backfill	<u>Yes</u>	<u>\$500.00</u>	<u>\$500.00</u>
Topsoil	<u>Yes</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
Finish grade	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
Seed with specified mixture	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
Cover restored areas	<u>Yes</u>	<u>\$750.00</u>	<u>\$750.00</u>

Total Price of Bid Proposal Submitted: \$ 25,246.00

Proposal submitted by:
Northern Illinois Service Co.
4781 Sandy Hollow Rd.
Rockford, IL 61109
Phone 815-874-4422
E-mail estimating@northernillinoiservice.com

By: 

Paul Munson, Corporate Manager
Dated: 12/15/16

VILLAGE OF KIRKLAND
 REQUEST FOR PROPOSALS
 DEMOLITION PACKAGE

Services and Pricing Detail for RFP K20161002

SERVICE	Included in Pricing Yes or No	Item Price	Proposal Total Cost
Permits:			
IEPA	<u>Yes</u>	<u>\$150.00</u>	<u>\$150.00</u>
Village of Kirkland	<u>Yes</u>	<u>\$100.00</u>	<u>\$100.00</u>
\$10,000 ROW Utility Bond	<u>Yes</u>	<u>\$125.00</u>	<u>\$125.00</u>
Certificate of Insurance with Village as Additional Insured	<u>Yes</u>	<u>0</u>	<u>0</u>
Disconnect Water and Sanitary Sewer Services at the Property Line <i>w/ concrete + asphalt patches</i>	<u>Yes</u>	<u>\$2800.00</u>	<u>\$2800.00</u>
Safety/Security Fencing	<u>Yes</u>	<u>450.00</u>	<u>450.00</u>
Traffic Control	<u>Yes</u>	<u>200.00</u>	<u>200.00</u>
Demolish All Buildings and Haul to Landfill	<u>Yes</u>	<u>8160.00</u>	<u>8160.00</u>
Remove All RFP-specified items and Dispose of Rubble	<u>Yes</u>	<u>7800.00</u>	<u>7800.00</u>
Backfill	<u>Yes</u>	<u>1600.00</u>	<u>1600.00</u>
Topsoil	<u>Yes</u>	<u>896.00</u>	<u>896.00</u>
Finish grade	<u>Yes</u>	<u>900.00</u>	<u>900.00</u>
Seed with specified mixture	<u>Yes</u>	<u>2500.00</u>	<u>2500.00</u>
Cover restored areas	<u>Yes</u>		

Total Price of Bid Proposal Submitted: \$ 25,681.00

Wagner Excavating LLC

P O Box 611
 2590 Wagner Court
 DeKalb IL 60115

Jim Wagner



CERTIFICATE OF LIABILITY INSURANCE

WAGNE-3

OP ID: CF

DATE (MM/DD/YYYY)

12/14/2016

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

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

PRODUCER Beth & Rudnicki Insurance Agency, Inc. 5411 E. State Street, Ste 204 Rockford, IL 61108 Eugene Rudnicki	CONTACT NAME: Chris Fidler	
	PHONE (A/C, No, Ext): 815-399-6690	FAX (A/C, No): 815-399-6689
E-MAIL ADDRESS: chris@brinsurance.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Secura Insurance Company		22543
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **Wagner Excavating, LLC**
PO Box 611
2590 Wagner Court
DeKalb, IL 60115

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incls XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CP3121001	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			A3121002	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CU3121004	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3121003	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rent/Lease Equip			CP3121001	01/01/2016	01/01/2017	rent/leas 150,000

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

Village of Kirkland is additional insured in regards to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Village of Kirkland
511 W. Main Street
Kirkland, IL 60146

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Eugene Rudnicki

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VILLAGE OF KIRKLAND
REQUEST FOR PROPOSALS
ENVIRONMENTAL ASSESSMENT AND REMEDIATION PACKAGE

Name of Firm: Inland Environmental Remedial Services, Inc.

Address: 5 Bartlett Road, Barrington, Illinois 60010

Phone: (847) 677-7500 Fax: (847)426-5522

E-mail: Inland@inaldnenv.com

Proposals will be accepted until the specified time and date. Any firm attempting to deliver a proposal after the time and date specified will be refused.

Bond: NO

Prevailing Wage: YES

Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Time and Date
2. Title of Job
3. Proposal Number

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

VILLAGE OF KIRKLAND
 REQUEST FOR PROPOSALS
 ENVIRONMENTAL ASSESSMENT AND REMEDIATION PACKAGE

Services and Pricing Detail for RFP K20161001

Service	Rate	Total Estimated Cost
<u>INSPECTIONS—INTERIOR AND EXTERIOR</u>		
Inspector	\$340.00	\$400.00
Inspector		
Inspector		
<i>Asbestos Containing Materials</i>		
No. of Samples: <u> 12 </u>	\$25.00	\$300.00
Testing by Polarized Light Microscopy		
<i>Lead-Based Paint</i>		
No. of Samples: <u> 3 </u>	\$40.00	\$120.00
Testing by Flame Atomic Absorption Method SW 846 3050B/700B	See Above	See Above
<i>Hazardous Containing Materials</i>		
No. of Items: <u> 120 </u>	\$7.50	\$900.00
Inventory/Disposal: Fluorescent Lights (80) PCB Ballasts (40)	See Above	See Above
<u>MITIGATION/REMEDIATION ACTIVITIES</u>		
Floor Tile	4,425 Sq. Ft.	\$13,275.00
Roofing Flashing on Vents	\$900.00	\$900.00
<u>DEMOLITION ACTIVITIES INSPECTION/OBSERVATION</u>		
Inspector	\$680.00	\$680.00
Mileage	No Charge	No Charge
TOTAL ESTIMATED COST:		*\$2,400.00

*Note: Please see the attached Environmental Services RFP Supplement (4 pages)



December 14, 2016

VIA HAND DELIVERY (4 total pages)

Code Official Barbara J. Dettmer, MCP
Environmental Proposal for Demolition
511 W. Main Street
Kirkland, DeKalb County, Illinois 60146

Subject: Environmental Services RFP Supplement
For the Property Known As:
419 W. Main Street
Kirkland, DeKalb County, Illinois 60146
RFP Number: KI20161001

Dear Ms. Dettmer:

Inland Environmental Remedial Services, Inc. (Inland) is pleased to present our proposal with this outline to supplement and clarify the necessary environmental site assessment (ESA) inspection and remediation services (Services) in accordance with your request for proposal (RFP) and; all applicable federal, state, and local requirements for the above subject property including the National Emissions Standards for Air Pollutants (NESHAP) for the purpose of demolishing the structures which consist of one (1), one story masonry and steel construction commercial building located at the Property.

Our proposal is based upon the contract specifications, the result of our initial site visit, and provided in the format you specifically requested to include; all necessary demolition level environmental inspection and testing analysis, reporting, and remediation as needed. Per your further request, we have included costs for completing the potential/assumed environmental remediation activities prior to their confirmation as lump sum contract package, independent of the results of analysis.

The mitigation/remediation activities were preliminarily evaluated during the initial site walk-over and consider the following identified items:

- Vinyl floor tile and floor tile mastic (throughout),
- Sealant Caulk (exterior),
- Roof Vent Flashing (several on exterior)
- Fluorescent Lights (80) and potential PCB containing ballasts (inside fixtures); and,
- One (1) day of On-Site Inspection/Supervision of Demolition activities

It is understood that an initial preliminary lead based paint (LBP) inspection and analysis will be conducted for the purpose of identifying the potential presence of LBP greater than 5,000 parts per million (ppm) to be provided to the Demolition Contractor for their further disposition. LBP mitigation is not required for materials disposal and therefore not included in the scope of work for this demolition project.



Supplement to Schedule of Costs:

Due to the need of further determination of the presence of asbestos containing materials at this time, the Base Cost of Inland's Proposal is **\$2,400.00**. In the event ACM is identified within the floor tile, roof flashing and other potential items (listed), in the event these suspect items are found having greater than 1% asbestos content, the cost of the Mitigation/Remediation Activities outlined by the above "Services and Pricing Detail" will become additional costs not to exceed **\$14,175.00** above the base contract.

Exclusions:

Items excluded from the proposed services include but are not limited to underground storage tanks or petroleum products included therein, products containing formaldehyde, Phase I and Phase II Environmental Site Assessments.

Terms"

All work will be performed in accordance with Inland's Standard Services Agreement attached herewith. All outstanding balances over 30 days will receive a 1.5% finance charge compounded monthly thereafter. If in the event litigation is necessary to further pursue collection of any outstanding balance, the owner agrees to pay for all reasonable attorney fees plus the cost of collection for Inland to receive full and final payment.

AUTHORIZATION TO PROCEED

The undersigned is an authorized representative for the owner and authorizes Inland Environmental Remedial Services, Inc. to proceed in accordance with the above-stated scope of work and terms.

Date

Client's Printed Name

Authorized Signature

Title

Thank you for the opportunity to be of assistance. Please do not hesitate to contact me directly should you have any questions or would like to discuss our outline of the proposed activities for this important project.

Sincerely,
INLAND ENVIRONMENTAL

David Frycek
President

DF/tu

Attachments: Services Agreement (2 pages).



STANDARD SERVICES AGREEMENT

The following Services Agreement is entered into as of the first date of proposal acceptance between Inland Environmental Remedial Services, Inc. (Inland), an Illinois corporation, located at 5 Bartlett Road, Barrington, IL 60010, and the Town of Kirkland Illinois (the "Client"), located at 419 West Main Street, Kirkland, IL 60146 as an integral part of the entire agreement between the parties.

1. **NATURE OF ENGAGEMENT.** Client retains Inland to provide environmental services associated with various tasks outlined by our proposal (hereafter referred to as the "Services") in conjunction with this Services Agreement. Inland's proposal and Services Agreement are collectively referred to herein as the "Agreement."
2. **CHANGES IN SCOPE OF SERVICES.** Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to Inland's approval. Simplified proposals, purchase orders, or notifications in writing must be provided to confirm project direction and understanding between the parties within a reasonable time as not to cause any delay with the project schedule in addition to verbal requests and discussions in connection with any request by the Client or necessary requirement to complete the project to perform additional Services not expressly set forth in the Proposal. Inland will be additionally compensated at its standard rates plus out-of-pocket expenses with markup for overhead and profit unless as lump sum fees are agreed upon between Client and Inland in writing.
3. **STANDARD OF CARE.** Inland will perform the Services in accordance with the generally accepted and currently recognized practices of its profession and applicable federal, state, and local law, rules and regulations. Inland makes no other warranty, express or implied, with respect to its rendering of services to Client. Inland shall indemnify, defend, and hold Client harmless for breach of warranty or terms of the Agreement, except in no event and under no circumstances shall Inland be liable for claims by third parties against the Client, nor for any special, incidental, indirect or consequential damages, including lost profits, to the Client or any other person or entity.
4. **COMPENSATION AND PAYMENT.** (a) Inland will be compensated for its services on as set forth by lump sum fees outlined by the Services proposal/contract as well as any other authorized time and materials tasks requested by inland which are requested by the client. In addition, Inland will be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of its Services. Inland will submit invoices to the Client on a monthly basis and payment is due within 30 days after the date of the bill. If payment is not made within that 30-day period, interest will be chargeable to Client at a rate that is 1.5% per month. In addition, after giving seven days prior written notice to Client, Inland may suspend its Services until Inland has been paid in full, or, at Inland's election, terminate the Services. If the Services are renewed, Client shall reimburse Inland for all its costs related to the suspension and startup. Inland's compensation is not contingent upon the result of any Services or upon any transaction involving Client or any property that is the subject of the Services.
5. **TERMINATION.** (a) Client may terminate Inland's Services upon one-day prior written notice to Inland in the event Inland fails to perform the Services as required in this Agreement. (b) Inland may terminate its Services in accordance with paragraph 4(a) above. Upon termination under any of subparagraphs (a), or (b), Inland shall be paid the total fee of all Services rendered and costs incurred and performed in accordance with the standard of care in paragraph 3 above to the date of termination, plus all reasonable costs it incurs as a result of the termination.
6. **PROJECT DOCUMENTS.** The Project Documents are for Client's use only and may not be transferred or disclosed to any third party without Inland's prior written consent, unless required by an order issued by a court, an administrative agency, or other authority with proper jurisdiction. No third party may use or rely on any of the Project Documents. If Client breaches any of the above provisions, Client shall indemnify Inland from and against all claims, losses, damages, and liabilities arising out of or in any way connected with any such breach. In return for Inland's relinquishments of ownership of the Project Documents, Client further agrees to compensate Inland for any time and expenses incurred by Inland in the defense of any such claims, in accordance with Inland's prevailing fee schedule and expense reimbursement policy.



7. **NOTICES.** All notices provided for this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through facsimile, E-Mail, the United States mail, certified mail, return receipt requested, to the last known address of the party entitled thereto. Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto, and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

8. **INDEPENDENT CONTRACTORS.** The Client acknowledges that Inland is an independent contractor, and that nothing herein shall be construed to establish any partnership, joint venture, principal/agent or any other relationship.

9. **WASTE MANAGEMENT INDEMNIFICATION.** Client agrees to indemnify and hold harmless Inland and its officers, directors, employees, agents, and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of: 1) bodily injury, property damage, contamination of or adverse effects on the environment arising out of the performance of Work with respect to Client's waste materials; 2) arranging for transportation and disposition of Client's waste material, to include the signing of Generator Certifications, Waste Profiles, and Waste Manifests during the performance of Work at the Client's property, except if such liability arises out of a negligent act or negligent omission by Inland.

10. **MISCELLANEOUS.** (a) This Agreement shall be deemed entered into in Cook County, Illinois, and shall be governed by the laws of the State of Illinois, excepting its conflict or choice of law or forum selection rules, which would select the law of a different state or another forum. Any litigation between the parties concerning this Agreement shall be prosecuted and defended exclusively in Cook County, Illinois. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate. (b) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect. (c) This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representatives, covenants, or understandings of any kind other than those expressly contained in this Agreement. This Agreement may only be amended by a written instrument executed by duly authorized representatives of the parties hereto. (d) Inland shall not be liable or responsible for any delay caused by any contingency beyond its reasonable control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies. (e) Inland shall be entitled to recover reasonable attorney's fees, court costs and expenses incurred in connection with the prevailing enforcement of this Agreement or the collection of any outstanding contract balance and/or interest. (f) As used in this Agreement, "Indemnify" means to hold Inland, its officers, directors, agents and employees harmless from and against all claims, losses, damages and liabilities, whether arising from personal injury, property damage or otherwise, including reasonable attorneys' fees and other costs of defense.

11. **INSURANCE.** Inland will obtain and continue in full force and effect during the performance of the Work, the types and minimum amounts of insurance and will further provide copies of certificates of insurance at the request of the Client.

12. **CONFIDENTIALITY.** Unless required by an order issued by a court, an administrative agency, or other authority with proper jurisdiction, Inland shall not disclose any data or information that it gives to the Client or that the Client gives to Inland in connection with the Services provided for in this Agreement. Inland agrees to treat all of the foregoing as confidential with the exception of data or information in the public domain. The Client acknowledges that certain governmental agencies have mandatory contaminant reporting requirements that may apply to Inland and the Client. Client and Inland shall cooperate with one another in complying with such laws. If Inland believes that any disclosure of such information is required by law, Inland will advise the Client of the same in writing within a reasonable time prior to such disclosure so as to enable the Client to review and comment on such proposed disclosure.

.....
IN WITNESS WHEREOF, the Client has executed this Agreement as of the date the proposal acceptance.

VILLAGE OF KIRKLAND
KIRKLAND, ILLINOIS
REQUEST FOR PROPOSALS
ENVIRONMENTAL ASSESSMENT OF COMMERCIAL STRUCTURE LOCATED AT:
419 WEST MAIN STREET, KIRKLAND, IL 60146

SCOPE OF WORK SHALL INCLUDE THE FOLLOWING:

1. Provide complete environmental assessment/testing for upcoming demolition of structure(s).
2. Provide complete report on findings of the environmental assessment.
3. If necessary, provide for the remediation of environmental materials from the structure(s) with requisite post-remediation testing.
4. Provide "All Clear" report to the Village of Kirkland.
5. Provide on-site professional to oversee the demolition and deal with any unforeseen environmental issues that may arise during the demolition.

REQUIREMENTS:

1. The Environmental Professional shall be responsible for providing all services listed above.
2. All work shall be completed in conformance with the Davis-Bacon Wage Act.
3. The Environmental Professional shall provide documentation of insurance acceptable to the corporate authorities for commercial general liability insurance, automobile liability for owned, non-owned and hired vehicles, and workers' compensation.
4. Contractor shall be responsible for all testing and removal/disposal fees for the environmental materials.

SCHEDULE:

1. **Friday, December 9, 2016, from 1:00 p.m. to 2:00 p.m.**, a non-mandatory pre-proposal on-site conference will be conducted *by appointment* in order for any interested bidder to inspect the building prior to submitting bid. Contact : Code Official Barbara J. Dettmer (630) 816-8455 (cell) or (630) 551-4224 (office).
2. **Thursday, December 15, 2016, 10:00 a.m.**, bids due/bid opening.
3. **Wednesday, December 21, 2016**, Initial environmental assessment/testing completed.
4. **Monday, December 26, 2016**: Any required remediation and post-remediation testing completed.
5. Receipt of "All Clear" report anticipated on or about **Friday, December 30, 2016**.
6. Oversight of demolition slated to begin on or about **Thursday, January 12, 2017**.
7. Final Cost Invoice submitted by Environmental Professional on or about **Monday, January 30, 2017**.
8. Schedule subject or change if remediation is required.

SEALED PROPOSALS SHALL BE DELIVERED TO: VILLAGE HALL AT 511 WEST MAIN STREET, KIRKLAND, IL 60146.

ADDRESSED TO: Code Official Barbara J. Dettmer, MCP
ENVIRONMENTAL ASSESSMENT/DEMOLITION PROPOSAL
511 WEST MAIN STREET
KIRKLAND, IL 60146

RFP Number: K20161001

RECEIVED BY: 10:00 A.M., Thursday, December 15, 2016.

VILLAGE OF KIRKLAND, ILLINOIS REQUEST FOR PROPOSAL CONDITIONS

1. Pricing. The Environmental Professional shall insert price for all proposed items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the Village of Kirkland with no additions.
2. Prompt Payment Act. The Village of Kirkland intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices.
3. W-9 Request For Taxpayer Identification Number. Prior to issuance of a purchase order, the successful contractor, will be required to supply the Village of Kirkland with a Federal W-9 "Request for Taxpayer Identification Number and Certification." Failure to comply with this requirement will be considered a violation of contract terms, for which the Village may bar the vendor from bidding for a period of up to three years.
4. Legal Compliance. The contractor awarded this work will comply with all Federal, State, County, and Village laws, ordinances, rules and regulations, which in any manner affect the product or service placed for proposal herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the Village becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded contractor, it reserves the right to reject any proposal, cancel any contract, and pursue any other legal remedies deemed necessary.
5. Legal Requirements. This contract sets forth the entire final agreement between the Village of Kirkland and the contractor and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of DeKalb County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
6. Safety. Prevention of accidents at any project is the sole responsibility of the awarded contractor and its subcontractors, agents, and employees. The awarded contractor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of it subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded contractor.
7. Criminal Background Check. When necessary for the protection of citizens and/or Village staff, the Village may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with Village facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the Village of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the Village's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or Village staff/resident's personal security, or is otherwise job related (as determined by the Village) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.
8. Control of the Work. With respect to the awarded vendor's own work, the Village shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for testing/remediation means, methods, techniques, sequences, procedures, and programs in

connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The Village shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The Village shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

9. **Taxes.** No charge will be allowed for taxes from which the Village of Kirkland, Illinois is exempt. The Village of Kirkland, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The Village is exempt from the Federal Excise and Transportation Tax.
10. **Withdrawal of Proposals.** Firms may withdraw or cancel their proposal at any time prior to the proposal opening. After the opening time, no proposal shall be withdrawn or cancelled. All proposals shall be firm and valid for a period of sixty (60) calendar days. If a contractor to whom a contract is awarded refuses to accept the award, the Village may, at its discretion, suspend the bidder for a period of time up to three (3) years.
11. **Subcontracting.** The contractor shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested. The awarded vendor may not subcontract any portion of the contract after award without written consent of the Village of Kirkland. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.
12. **Termination of Contract.** The Village of Kirkland reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Village Board does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the Village may purchase the service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The Village may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the Village reserves the right to remove the firm from the Village's bidder list for a period of up to three years.
13. **Late Proposals.** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the awarded vendor at their request and expense.
14. **EEO Requirement.** Each firm shall be required to be in compliance with Equal Employment Opportunity and Affirmative Action Laws. All subcontractors shall also be required to comply with the same EEO laws.
15. **Restrictive or Ambiguous Specifications.** It is the responsibility of the contractor to review the request for proposals specifications and to notify the Code Official if the specifications are formulated in a manner that would unnecessarily restrict competition.
16. **Exceptions.** Any deviations from these specifications shall be noted and submitted with the proposal. Failure to address deviations from specifications may result in proposal rejection.
17. **Acceptance/Rejection of Proposals.** The Village of Kirkland reserves the right to accept or reject any or all proposals at any time, for any reason, including but not limited to the Village of Kirkland not appropriating sufficient funds to purchase equipment or complete the contract. The Village may make awards in any manner deemed in the best interest of the Village.

18. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.
19. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly.
20. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the Village a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.
21. **Indemnification.** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Village, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Village against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the Village pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves, as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the Village for its own negligence.
22. **Officers.** Each contractor affirms, by submission of a response to this request for proposals, that no officer of the Village of Kirkland, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.
23. **Non-Waiver.** The failure by the Village to require performance of any provision shall not affect the Village's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

24. Professional Services Selection Act. The Village of Kirkland intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection, do not apply for services covered by said act.
25. The Village of Kirkland reserves the right to accept or reject any and all proposals and to waive technicalities in submitted proposals.

SPECIFICATIONS

1.0 Scope.

The Village of Kirkland requests proposals from qualified companies to provide all labor, materials, equipment, and supplies necessary for the demolition of the identified property.

2.0 General Requirements.

2.1 Vendor Qualifications. All work shall be done in a workmanlike manner, in compliance with all local, state and federal codes applicable thereto, and said work shall be performed by workmen trained and skilled in the craft involved.

2.2 Basis of Award. The contract will be awarded to a responsible and responsive contractor. The Village reserves the right to request any information necessary to determine a vendor's ability to complete the work desired. This may include standard specification information and references from other clients. If these information requests are denied, the Village reserves the right to reject the proposal.

2.3 Examination of Site. Contractors shall carefully examine the project site(s) to eliminate misconceptions, verify dimensions, elevation, working conditions, transportation and storage facilities. Contractors shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the contractor be entitled to any extra compensation for his/her failure to verify conditions at the site. No exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for his/her failure to verify conditions at the existing site.

The Village assumes no responsibility for the condition of existing buildings and/or structures or their continuance in the condition existing at the time of issuance of the contract price or allowance for any change in conditions which may occur after issuance of the Request for Proposals has been issued will be made.

2.4 Insurance Requirements. The insurance coverage requirements include commercial general liability and automobile liability for owned, non-owned, and hired vehicles with the Village of Kirkland as an additional insured, employer's liability insurance and workers compensation to statutory limits. The insurance coverage required shall be of sufficient type, scope and duration to ensure coverage for the Village for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Village in relation to the contract. The insurance requirements shall apply to the successful firm for the duration of the contract.

2.5 Permits and Notices. The Environmental Professional will, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the Village; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the Village of Kirkland from any expense incurred thereby. After obtaining permit for remediation, the Environmental Professional shall request and have all required inspections conducted by the Department of Building Safety.

The Environmental Professional will comply with all laws and regulations of any public authority having jurisdiction over the work.

2.6 Temporary Structures. The Environmental Professional shall, if needed, furnish and erect a n y and all temporary structures necessary for the proper and safe conduct of the work

2.7 Liquidated Damages. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall pay to the Village liquidated damages for each calendar

day delay in the amount of \$200 per day. The Village may terminate this contract in whole or part as provided in the default provisions. In that event, the Contractor will be liable for such liquidated damages accruing until such time as the Village may reasonably obtain performance of similar services.

- 2.8 Payment. All work included in these specifications and related necessary tasks to prosecute this work to completion and to the satisfaction of the Village of Kirkland shall be limited to the total proposal price. Contractors must submit dump receipts for each site as part of their payment request.
- 3.0 **Detailed Specifications.**
- 3.1 Environmental Assessment/Remediation. The Environmental Professional shall conduct all necessary assessments and testing of the structures for regulated environmental materials. A report of the findings of this assessment shall be provided to the Village of Kirkland.
- If it is found remediation of regulated environmental materials is required, the Environmental Professional shall remediate and retest until an "All Clear" report can be provided to the Village of Kirkland. Said "All Clear" report shall be submitted to the Village of Kirkland as soon as the "clear" test results are available.
- 3.2 Inspection. The successful bidder shall request all on-site inspections as the Village of Kirkland Department of Building Safety deems necessary.
- 3.3 Removal of Environmental Material. The Environmental Professional shall remove waste resulting from the remediation work. Dump receipts must be retained and submitted to the Village of Kirkland within 7 days of completion of the remediation.
- 3.4 Environmental Debris Disposal. The Environmental Professional will be responsible for all disposal fees.
- 3.5 Dump Location. **Each Environmental Professional shall provide with their proposal the location where the debris from this demolition will be dumped. State licensed site(s) for dumping hazardous waste must be listed.**
- 3.6 Completion of Remediation. Remediation shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by the current Federal and State law.
- 3.7 Basis of Payment. All of the work included in these documents and related to or necessary to prosecute this work to completion and to the satisfaction of the Village of Kirkland, shall be paid for at the contracted, invoiced amount.

MIKE LONG CONSTRUCTION INC

19982 WEBSTER RD
DEKALB, IL 60115

ESTIMATE

Date	Estimate #200...
5/1/2014	2006918

Name / Address
VILLAGE OF KIRKLAND 511 W MAIN ST KIRKLAND, IL 60146

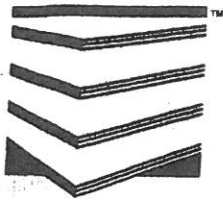
PROJECT

IGA BUILDING

Description	Qty	Cost	Total
GENERAL CONSTRUCTION WORK TO STABLIZE THE BUILDING AS PER TED CARLSONS REPORT OF MARCH 31 2014 IN REVIEW WE HAVE THE LABOR, MATERIAL AND ALL EQUIPMENT TO DO THE FOLLOWING WORK, SHORING, TEMPORARY ENCLOSER OF WALLS BEING WORKED ON, DEMOLITION OF METAL WALL UP TO APP 2FT HI DOWELING THE EXISTING SLAB INTO A NEW POURED WALL, TRIMING OF METAL, ATTACHING METAL TIES 3FT 6IN ON CENTER. CAPING THE NEW WALL WITH FLASING TO DIRECT THE WATER AWAY. FINAL BROOM CLEANING. NOT INCLUDED IN BID, PERMITS, INSPECTIONS, SHORING DESIGN WORK, REBUILDING OF INTERIOR PARTIONS THAT NEED TO BE DEMO TO ALLOW EXTERIOR WORK TO BE DONE, UTILITY DISCONNECTS.	1	82,000.00	82,000.00
		0.00	0.00
THANK YOU FOR LETTING ME QUOTE YOUR JOB PLEASE ADVISE ASAP		Total	\$82,000.00 ✓

*6 wks to completion
Permits, etc.*

I want more No.'s than this



CARLSON ENGINEERING, P.C.

• STRUCTURAL ENGINEERS • STRUCTURAL REPAIR

March 31, 2014

Village of Kirkland
P.O. Box 550
Kirkland, IL 60146

Re: Structural Inspection
419 West Main Street
Kirkland, IL

To Whom it May Concern;

On March 31, 2014, Theodore J. Carlson, a licensed Structural Engineer in the State of Illinois, inspected the commercial building located at the above referenced address. The inspection was visual and did not include any digging or testing. The purpose of the inspection was to give a professional opinion on the general structural condition of the building. The opinions and recommendations given below are based on the conditions observed at the time of this inspection. No guarantee or warranty as to the future life, performance, or need for repair of any item inspected is intended or implied. Not all items discussed as a courtesy during the inspection will necessarily be included within the report. Present with me during the inspection were Paul Naugle, Wanda McMurray, Emily Harvel, and Chris Demunn.

The front of the building, shown in the attached photograph #1, is assumed to face south. According to those present with me at the inspection the building was constructed around 1970.

OBSERVATIONS

From the exterior of the building I noted that the roof and walls had been constructed with corrugated steel panels.

I observed an area along the bottom of the east and west walls which was a repair of the original walls. This is shown in photographs #2 through #4. It appeared as though the bottom of the original steel walls had corroded and was replaced with new steel or aluminum bent to fit along the ribs of the existing wall. It was estimated by those present that this might have been done during the mid to late 1980's. I was not able to find any positive connection between the building walls and the foundation walls.

At the interior of the building I noted that the space was free of any interior columns as shown in the attached photograph #5. The ceiling had been constructed using corrugated metal panels similar to those used for the exterior walls and roof.

At the interior perimeter there was an insulated framed wall which had paneling over it. This paneling was removed in some areas which exposed deteriorated wood framing, and also exposed the interior of the metal wall panels. An example of this is shown in photograph #6.

I was able to gain access into the attic space where I observed diagonal steel members which had been connected to the roof and ceiling panels to form a series of trusses at 3'-6" on center. This is shown in photograph #7. This truss system utilizes the curved roof deck as the top chord and the metal ceiling as the bottom chord.

At the exterior of the roof, I could see rows of bolts at 3' 6" on center which lined up with the truss work in the attic. The steel roof had been galvanized and from what I could observe from the ladder appeared to be in very good condition. I did not inspect the entire roof for leaks.

I then took a closer look at the exterior metal walls to see if they had any type of reinforcing built into them at the truss locations and there was none. The bolt pattern for the metal wall panels did match the 3' 6" pattern for the roof trusses. It appears that the entire exterior metal wall system is load bearing for the ceiling and roof.

CONCLUSION

The construction of the building is unusual but after being in place for almost 45 years the only significant problem appears to be deterioration along the bottom of the walls, both interior and exterior. The bottom of the exterior walls are within a couple of inches of the exterior grade. This has exposed the area to moisture which has resulted in deterioration of the interior wood framing and the exterior steel wall panels. The deterioration along the bottom of the exterior walls was most likely accelerated as de-icing salts were used on the sidewalks when the building was originally used as a grocery store.

I recommend that the building be shored in position and the bottom of the exterior wall panels be removed, maybe up as high as the white colored replacement metal skirting. Then the foundation walls can be capped with concrete or reinforced concrete block. Anchor straps can tie the building to the foundation cap at the existing bolt locations, every 3'-6" on center. Flashing over the top of the new foundation cap will direct water to the exterior of the building.

Completing this work will also require removing and replacing the framed walls which appear to have significant deterioration anyway.

It could be that the cost of completing this work may exceed the value of the building in a repaired condition. If this is the case it may make more sense to tear the building down.

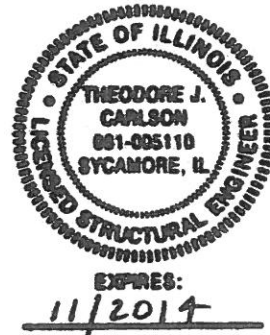
If there are any questions with regard to this report, or if I can be of further assistance to you in any way, please do not hesitate to call.

Sincerely;



Theodore J. Carlson

Licensed Structural Engineer



March 31, 2014

Village of Kirkland
P.O. Box 550
Kirkland, IL 60146

Re: Structural Inspection
419 West Main Street
Kirkland, IL

Photographs Page 2 of 2:

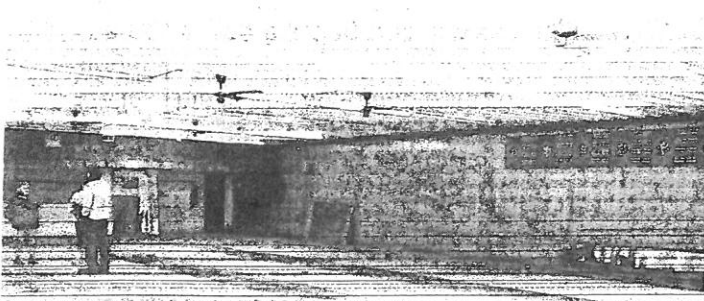


Photo 5: Interior of Building.

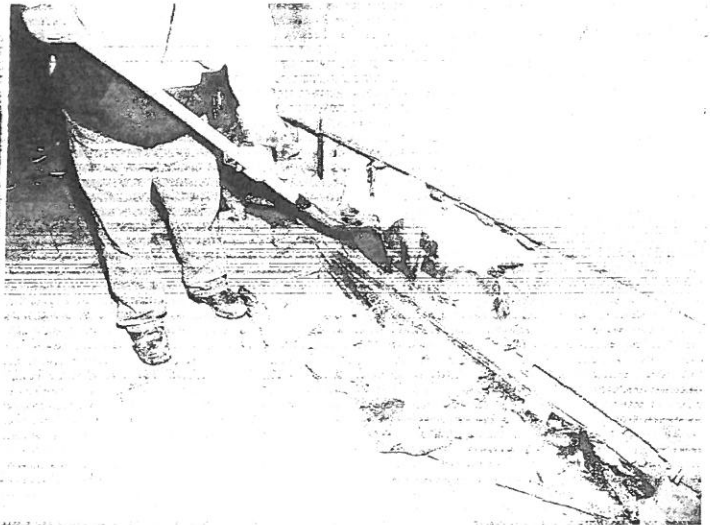


Photo 6: Deteriorated Interior Framing and Exposed Rusted Metal From Exterior Wall.

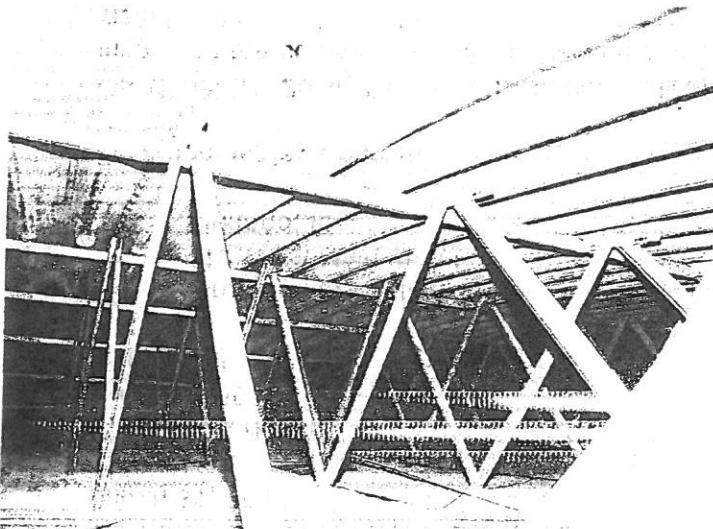


Photo 7: Steel Truss Work Forming and Supporting Roof and Ceiling.

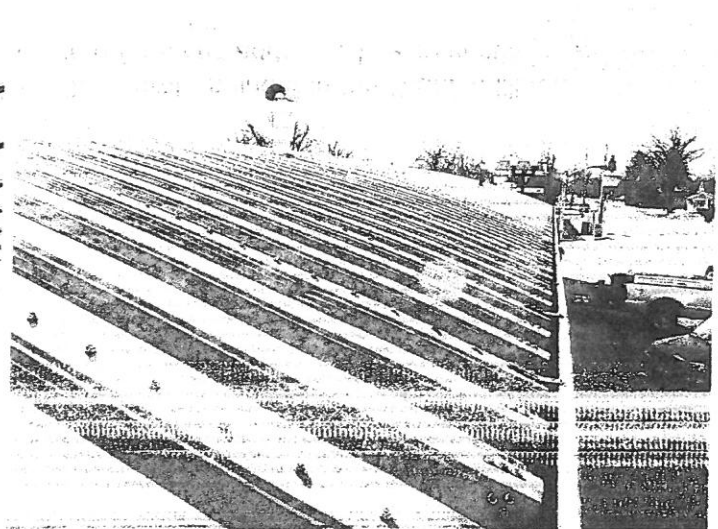


Photo 8: Galvanized Steel Roof.

March 31, 2014

Village of Kirkland
P.O. Box 550
Kirkland, IL 60146

Re: Structural Inspection
419 West Main Street
Kirkland, IL

Photographs Page 1 of 2:

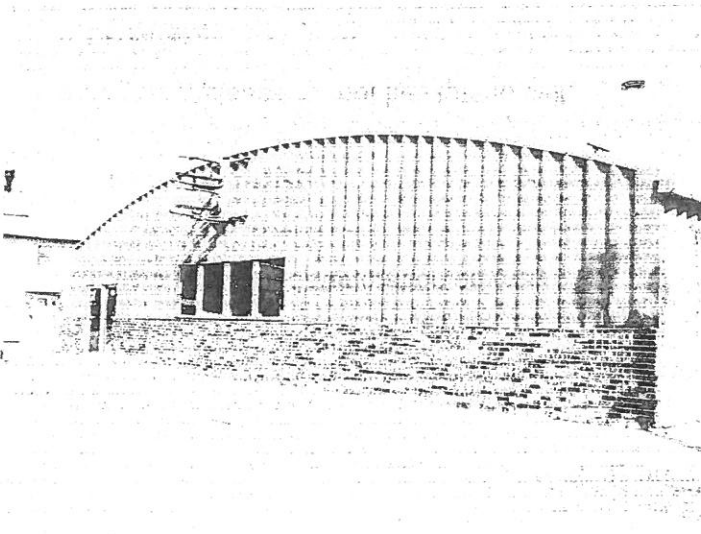


Photo 1: Front of Building.

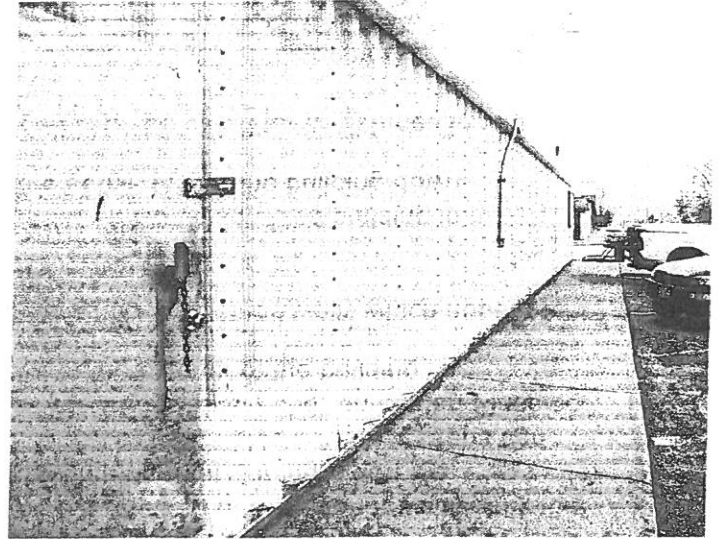


Photo 2: West Wall. The Lower Section Painted White Is a Repair of The Original Bottom of Wall.

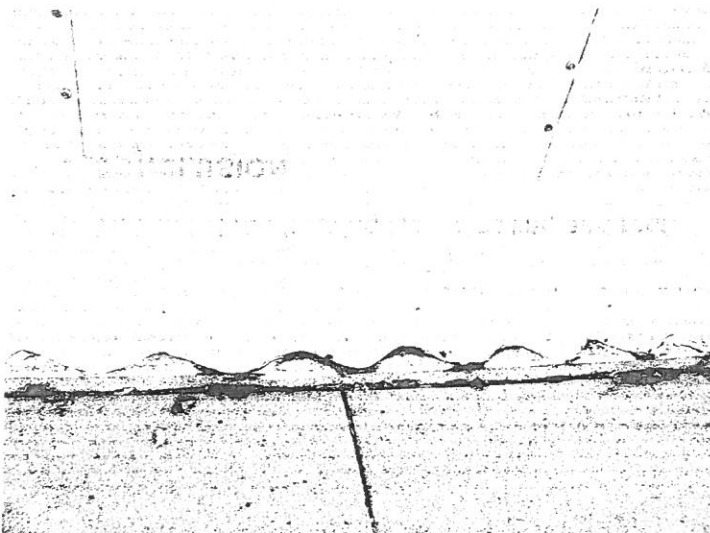


Photo 3: Closer View of Replaced Section Along Bottom Of West Wall.

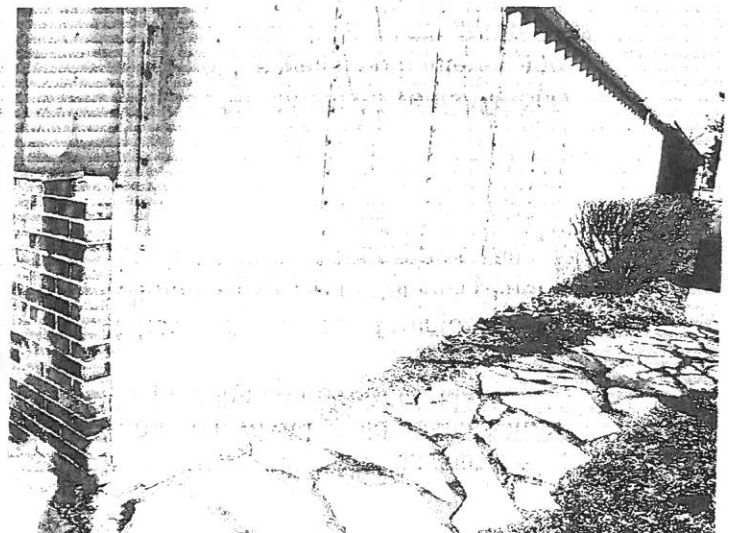


Photo 4: Lower Section of East Wall Was Also Replaced.

**Department of Building Safety
Zoning, Plan Review, and Inspections**

18 August 2014

The Honorable Les Bellah, Mayor
Mr. John Pierce/Village Trustee and Police Commission Chairman
Village of Kirkland
511 West Main Street
Kirkland, IL 60146

Dear Mayor Bellah and Trustee Pierce:

***Subject: Inspection Report of 419 West Main Street as Future Kirkland Police
Department***

At the direction of the Village Board, through you, ICCI conducted an inspection of the property referenced above on Saturday, August 7, 2014. The findings of that inspection are:

External Structural

We concur with the findings of the structural engineer's report. The foundation plate is deteriorated and must be replaced. The other additional structural issues reported by the structural engineer are now visible with the interior walls being opened for inspection.

The roof is in very good condition.

REQUIRED ACTIONS

1. Prior to any remodeling of the building, a structural engineer will have to be hired and will have to design the repair of the structure's exterior walls.
2. A qualified contractor will then have to be hired to repair the structure in accordance with this design. *Note:* Estimated cost for this exterior wall reconstruction is \$80,000.00-\$150,000.00.

Remodel for Police Department

The electrical, energy, mechanical, plumbing, and structural systems are inadequate and non-code compliant for the office use considered. The entire inside of the structure will need to be gutted and new systems installed.

REQUIRED ACTIONS

1. An architect will have to be hired and will have to design the remodel for the Police Department in accordance with the 2006 International Building, Fire, Mechanical and Fuel Gas Codes and 2005 National Electrical Code adopted by the Village of Kirkland,

the 2014 Illinois State Plumbing Code, the 2012 State Energy Code (2012 International Energy Conservation Code), the 1997 State Accessibility Code, and the appropriate Department of Justice and Illinois Department of Corrections guidelines for Police Stations.

2. Parking meeting the Kirkland Zoning Ordinance will have to be designed and approved for installation.

X Conservatively, based upon an estimated \$100.00 per square foot, a 2,000 square foot Police Department renovation would cost \$200,000.00 and a 3,000 square foot renovation would cost \$300,000.00.

If you have any questions, please do not hesitate to call me at the office (630) 551-ICCI (4224) or on my cell phone (630) 816-8489.

Respectfully submitted,



William A. Dettmer
Code Official
Village of Kirkland

**Village of Kirkland
Kirkland, Illinois 60146**

**Committee of the Whole Meeting
August 18, 2014**

OFFICIAL MEETING

- I. Call to Order. President Bellah called the meeting to order at 6:30 p.m. and asked for a roll call.
- II. Roll Call. Members answering present as follows: Ford, McMurray, W., Newberry, McMurray, D., and Pierce. Trustee Ziegler arrived at 7:05pm. Also present were Chief Lindstrom, Streets Supervisor Miller, and Officer Miller. Special guest Bill Dettmer of ICCI was also present. The pledge of allegiance was then said.
- III. Reason for Meeting
 1. Building Inspection Report/Bill Dettmer – Memo to board from ICCI regarding inspection conducted on August 7, 2014 was presented and discussed.
 2. Construction and Equipment Requirements/Chief Lindstrom – Chief Lindstrom shared suggestions and requirements for police department to occupy building and to meet privacy requirements and state statutes at building located at 419 Main Street.
 3. Actions to Be Taken Going Forward – Trustee Pierce to meet with Wayne Johnson to obtain building information; Trustee Ford to coordinate estimate of repairs and costs to repair; Trustee Newberry to contact Mike Long for estimates on items mentioned in ICCI memo and not listed in original repair estimates.
- IV. Executive Session
- V. Adjournment.

Motion by Newberry and seconded by McMurray, D. to adjourn. Voice vote carried unanimously. Meeting adjourned at 7:10pm.

ATTEST:

Theresa A. D'Amato, Clerk

Les Bellah, President

Memorandum

From: Mayor Les Bellah
To: Village Board of Trustees
Subject: New Police Facilities
Date: July 14, 2014

On July 7, 2014, the Village of Kirkland Board of Trustees approved a motion to renovate the property at 419 W Main Street to be used as a facility for the Kirkland Police Department. One restriction in the motion is that the total cost is to be limited to \$200,000. Although I have serious reservations whether the implementation of this project is the best use of Village resources, as Mayor, I am committed to working with the Village Board to accomplish this goal in the most expeditious manner possible.

There are several actions that I am initiating to help move forward with this project: 1) I am designating the Police Committee of the Village Board, chaired by Trustee John Pierce, as the lead committee to oversee this project; 2) I am requesting Police Chief Paul Lindstrom to contact as many police organizations as possible to obtain information regarding constructing and equipping police facilities; and 3) I am tentatively reserving the 3rd Monday of each month for a Committee of the Whole of the Village Board to report progress, discuss options, and to establish actions to be undertaken during the next month.

I welcome suggestions from any Village Board Trustee or any resident that may help to implement this project.

Following are three items that I plan to include on the agenda of the Committee of the Whole meeting for August 18, 2014:

1. A presentation by Bill Dettmer, building inspector, regarding the building code implications and documents that will be required to obtain a Village building permit for this project.
2. A presentation by Police Chief Lindstrom regarding the types of information that he was able to obtain regarding constructing and equipping a new police facility.
3. A determination of what actions will need to be taken over the next 30 and 60 days.

In addition to the above items, we will include any other items that may be appropriate. Please let me know if there are any items that you would like to add to this agenda.

Jude Schmidt Custom Construction, Inc.

19310 Kishwaukee Valley Road, Marengo, IL 60152 815-568-6311
www.JudeSchmidtCustomConst.com

November 24, 2014

Village Of Kirkland
511 W. Main Street
Kirkland, Illinois 60146

Re: 419 W Main St Building

Preliminary Proposal To Replace Walls Of Existing Building

We propose to provide labor & material to remove old metal walls and install new metal on walls as follows:

1. Remove 2 existing end walls and install new metal including new footing channel
2. Remove existing gutter and downspouts on side walls, save and reinstall after repairs
3. Support existing roof system
4. Cut off and remove all sidewall panels and adjacent footing channels
5. Install new footing channels, foam & tape mastic
6. Install 10' splice wall panels on 2 sides
7. Drill and bolt in place near ceiling
8. Clean up debris

Our bid is based on the following prior to our starting:

1. Brick veneer on front of building needs to be removed
2. All interior partitions on the inside of the exterior walls need to be removed
3. The addition on the north side of the building needs to be removed
4. Any electrical, plumbing, etc. that will interfere with our work has to be removed
5. During construction we will need temporary power from the pole on the north end of the building
6. Shrubs on east side of the building should be removed* (Blake)

The following information is needed to finalize the quote:

1. Number of doors and their locations, no doors are currently included*
2. Number of windows and their locations, no windows are currently included*

The following is not included in this proposal:

1. Dumpsters for construction debris (Village to supply)
2. Electrical material or labor
3. Plumbing material or labor
4. Heating material or labor

Total cost for the above

\$80,477.00

Village of Kirkland

ADHOC Committee: Building Renovation

January 14, 2014 6:30 pm Village Hall

Visitors: None

OFFICIAL MINUTES:

Call to Order: 6:40 pm by Dale Miller

Committee Members: Dale Miller, Wayne Johnson, Jaime Bellah, John Pierce, Emily Harbuagh

Public Comments: None

Introduction of Guests: Rupert from Rte. 72 Pharmacy

Items Discussed:

- Rupert expressed interest in becoming building tenant not owner.
- Rupert's current lease expires August 2015.
- Interest in developing a multiple complimentary businesses sharing space.
- If interested he would prefer 1,000 to 1,500 square feet.
- Drive-up access is a priority to Rupert. Becoming questionable to committee when only renting 20-25% of building.
- Toured building with Rupert.

Recommendation:

- Wayne & Dale recommended that committee propose to the Village Board to hire an architecture firm that can complete a structural analysis of the building.
- This would determine the integrity and give a rough estimate of the cost for the Village Board to decide if building renovation is a worthwhile investment.

Adjournment: 8:00 pm by Dale Miller

*Contract
Boyer Workman*

Village of Kirkland

ADHOC Committee: Building Renovation

December 18, 2013 6:30 pm Village Hall

Visitors: Sarah Ziegler and Les Bellah

OFFICAL MINUTES:

Call to Order: 6:30 pm by Dale Miller

Committee Members: Dale Miller, Wayne Johnson, Jaime Bellah, John Pierce, Emily Harbuagh

Public Comments: None

Introduction of Guests: None

Items Discussed:

- Les Bellah explained ADHOC committee's purpose to members.
- Appointed Dale Miller as Chairperson
- John, Jaime, Emily & Wayne agreed to tour building in upcoming week.
- Agreed building must be emptied of contents.
- Dale agreed to contact auctioneers to obtain information about proposing an auction.
- Sarah Ziegler offered to contact Rupert, from Rte. 72 Pharmacy, about attending a meeting to discuss his options or intentions.
- Jaime & Emily proposed the idea about renting space to multiple businesses and sharing a common area, restrooms and entrance.

Adjournment: 7:45 pm by Dale Miller

MEMORANDUM

To: Kirkland Village Board

From: Mayor Les Bellah

Subject: Possible Police Facility – 419 W. Main Street

In consideration of using the building at 419 W. Main St for a Police Facility, there are several issues that need to be addressed before work repairing and/or upgrading the building can proceed. The "Preliminary Proposal to Replace Walls of Existing Building" from Jude Schmidt Custom Construction, Inc. dated Nov 24, 2014 included a number of tasks that needed to be completed before they could proceed: there were six specific items that needed to be done before they could start; information was needed before they could finalize their proposal; and there were at least three significant construction items their proposal did not include. Additionally, Village Attorney Scott Puma indicated that the project would need to be publically bid and that it should be bid as a "complete project". He also indicated that an architect should prepare the bid specifications and plans so that each contractor bids on the same thing. I am including an article Scott provided that one of the members of his firm prepared regarding the Governmental Construction Process.

Based on information received to date, the following is a possible sequence of tasks that should be completed before work on the building can proceed:

1. Determine the expected use of the building including space requirements; for example, how much space will be allocated for a Police Facility? What other uses would the remaining space be available for?
2. Determine a potential footprint of a possible Police Facility and other possible uses.
3. Interview and select an architect.
4. Finalize building space requirements with the Architect.
5. Architect prepare schematic drawings of the proposed building improvements with estimated costs.
6. Architect prepare bid specifications.
7. Advertise for bids.
8. Select a contractor

I would like to suggest that a Committee of the Whole be held on Tues. Jan 20 to discuss these issues and determine any future actions.

Articles

7. An Outline of the Governmental Construction Process

BY DERKE J. PRICE

The public works construction project is a quest. It includes risks, tests, traps, and other obstacles to be surmounted before the journey is complete. The first step is typically the selection of a design professional: an architect or engineer (the "A/E"), whose job is to translate your collective vision into an actual, constructible plan. Statutes guide the manner of choosing the A/E and it is based on qualifications rather than fee (either due to past experience or as the result of a quality-based selection process). The A/E works with you – the "Owner," to prepare, discuss and revise plans and specifications in increasing detail until a final design product (set forth in the "contract documents") is ready for presentation to the construction market for its evaluation and bids. The most surprising news for you is that you, as Owner must make most of your decision well before the bidding ever takes place. Not only must you approve the design and select the materials to be used, but even more fundamentally you must pick the type of construction delivery system (e.g., general contractor, multi-prime contractors, construction manager) and the terms of the contracts and the processes to be followed throughout. Making these decisions requires the collaboration of the Elected Officials, Staff, the A/E and your attorney.

Once ready, and guided by statute, (and possibly local enactment of the public body), the Owner lets the project for bid and then awards the contract to the successful bidder(s) (the "Contractor"). Next, the Contractor, together with the Owner, arrange for the necessary sureties and insurance coverages

required by statute, ordinance and the terms of the contract. Permits are obtained, safety precautions taken, and the Contractor, with its forces, subcontractors, and material suppliers, commences actual construction. In an ideal setting, the project proceeds to completion. But issues always develop. Questions arise as to the meaning or absence of items or errors in the contract documents; dates and milestones are missed. Specified materials may be late, not available, or more expensive than possible substitutes. The quality of work may be challenged as less than acceptable; payments get delayed, and accidents happen. Hopefully the parties are prepared for these developments and can react predictably and quickly so that the project continues to progress. Sometimes, however, litigation or arbitration is necessary to resolve the issues before the project can once again move forward.

and obligations of the Owner, design professional and Contractor. In that regard, there are a number of "families" of standard-form construction contracts available to help achieve that goal. The most famous of these families is that of the American Institute of Architects ("AIA"). Notably, there is no family of construction documents published by any organization representing governmental bodies. Accordingly, the standard form documents must be viewed as a starting point only and they require careful editing and revision.

Choosing the Design Professional

The Local Government Professional Services Selection Act, 50 ILCS 510/0.01, governs the selection of the design professional (except for home rule units that may elect to follow a different procedure). The Professional Services Selection Act declares, as a matter of policy, that the design professional should be selected "on the

Notably, there is no family of construction documents published by any organization representing governmental bodies. Accordingly, the standard form documents must be viewed as a starting point only and they require careful editing and revision.

Public Works construction law is largely the result of common law rules and decisions centered around the law of contracts, although statutes and ordinances play a role in defining the rights

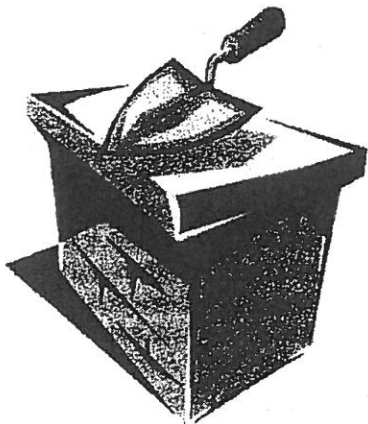
basis of demonstrated competence and qualifications for the type of services required and at a fair and reasonable compensation." 50 ILCS 510/1. Thus, competence can take precedence over

Governmental Construction, cont'd.

price and, therefore, architects, engineers and land surveyor services are not to be chosen solely on the basis of competitive bids. Under the Act, the Owner must determine whether it has a "satisfactory relationship" for those services with one or more firms. (50 ILCS 510/5, 510/6). If the answer is yes, then the Owner may negotiate a contract with that firm. If the answer is no, or if an agreement cannot be negotiated with the design professional with the satisfactory relationship, then the Owner must begin the formal selection process set forth in the Act.

Increasingly popular are design/build contracts (the Owner contracts with one entity for both the design and construction of the project), and the use of construction managers. Care must be taken in entering into these contracts to assure compliance with the Act.

As indicated above, there are several standard form contracts available to serve as the basis for the agreement between the Owner and the design professional. Any standard form document is a starting point only and should be edited and revised (either through Supplementary Conditions to the contract or by direct editing of the standard form) to properly establish, protect and define the Owner's expectations, rights



and obligations, including insurance provisions and a lawful indemnification provision.

Bidding the Contract

Ultimately, the design professional must produce a set of "construction documents" for submittal to the construction market for bidding. The construction documents include the bid-

The construction documents are essential to properly fulfill the competitive bidding requirements because they create a single point of reference by which to compare the competing bids. Although the A/E is contractually responsible for the preparation of the contract documents, the general and supplementary conditions for the

Prior to putting the materials out for bid, the Owner's attorney should review the bid documents and general and supplementary conditions to properly establish, define and protect the Owner's expectations, rights and obligations.

ding forms, the bidding requirements and instructions, detailed plans and specifications, the terms of the contract – including general and supplementary conditions – to which the successful bidder must agree, and any subsequent addenda modifying the original contract documents. Physically, the contract documents usually consist of the bid documents, drawings and a "project manual." Together, these materials set forth the whole of the Owner's expectations for the entire project and, equally important, the legal and other risk-management requirements that the Contractor must meet when performing public works construction (e.g., insurance and indemnification requirements and requiring compliance with the Prevailing Wage Act, the Freedom of Information Act, the Public Construction Bond Act, etc.).

contractors' agreements have important legal consequences. Prior to putting the materials out for bid, the Owner's attorney should review the bid documents and general and supplementary conditions to properly establish, protect and define the Owner's expectations, rights and obligations. Where there are multiple contracts, the attorney should also review for coordination between them.

Bonds and Surety

The Public Construction Bond Act mandates that every public body must require in the contract that the general contractor furnish, supply and deliver a surety bond to secure the performance of the contract and the payment of all subcontractors and material suppliers. 30 ILCS 550/1. The purpose of the Bond Act is to protect the expenditure of tax funds (by obtaining a guarantee

Articles

Governmental Construction, cont'd.

of performance) and to protect those who furnish labor and material to the contractor (by guaranteeing their payment). In contrast to a private construction project where the subcontractors and material suppliers can place a lien on the property of the Owner to secure payment, subcontractors and material suppliers on a public works project can only lien those funds in the hands of the Owner due and owing to the contractor.

The relationship of the Owner, Contractor and Surety is a triangle of bifurcated duties. The Owner owes the Contractor the duty to pay amounts earned, but the Owner also owes the Surety a duty to act reasonably in making those payments so as not to prejudice the Surety's ultimate right to reimbursement. The Contractor owes the Owner various duties under the Contract, but the Contractor owes the Surety a duty of good faith, cooperation and ultimately indemnification. The Surety owes a duty to the Owner to fulfill the obligations of the Contractor when it is in default but also owes a duty to the principal (Contractor) not to prejudice the principal's rights to payment or its defenses under the contract.

Award of the Contract

The authority and methodology for actually bidding and awarding a

contract is a creature of statute (and possibly ordinance). Before the unit of government can enter into a binding construction contract, the public entity must have actual authority derived in accordance with the applicable statute and ordinances, including any applicable budgeting and appropriations requirements. Likewise, the duty to publicly bid a contract is a creature of statute

by obtaining as many competing bids as possible. The competitive bidding statutes are enacted to guard against favoritism, improvidence, extravagance, fraud and corruption; at the same time, they seek to invite competition so public entities can secure the best work at the lowest price. The statutes are also designed to ensure the winning bidder is responsible and qualified to do the work,

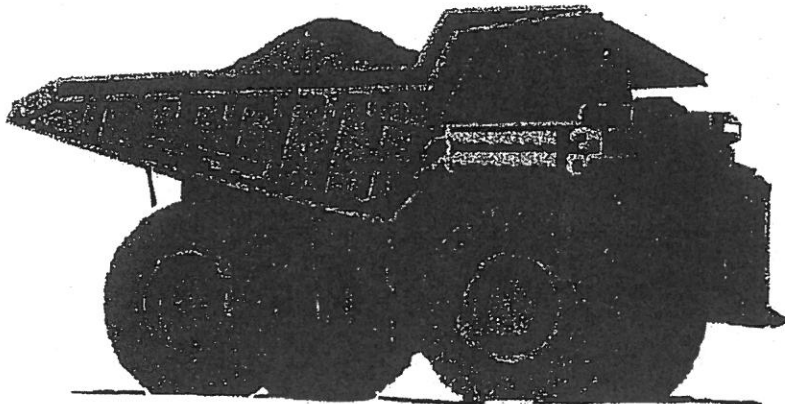
When the Owner accepts the certificate of substantial completion, the risk of loss to the project shifts to the Owner who is then liable for utilities, securities, maintenance, and insurance.

and the statutes also set forth specific exemptions from the bidding process. These statutes are enforced according to their spirit as well as their letter. For example, both civil and criminal statutes prohibit attempts to partition or split a project into smaller projects so that each mini-project is less than the statutory trigger for competitive bidding. The guiding principle behind the bidding requirements is that the Owner—and therefore the public—is best served

not simply the lowest bidder. Each class of governmental body in Illinois (e.g., municipalities, parks districts, school districts, intergovernmental entities) is governed by different rules about when the bidding process is required and when it can be waived or avoided.

Construction

After the award and execution of the contract, the Contractor and Owner arrange for the sureties and insurance coverages, obtain the required permits, undertake the necessary safety precautions, and the Contractor, with its forces, subcontractors, and material suppliers, commences actual construction. The Owner has several responsibilities during construction, including procuring insurance coverage for various risks and not hindering or delaying the orderly performance of the contractor's duties. The Owner may incur liability for failing to properly carry out these duties. The Owner must also make timely payments under the terms of the contract and in accordance with the



Governmental Construction, cont'd.

Illinois Prompt Payment Act, 50 ILCS 505/1 et seq.

Payment is a difficult balancing act, however. On the one hand, the Owner must be careful to obtain lien waivers from subcontractors and otherwise protect the position of the Surety with respect to the amounts to be paid under the contract. On the other hand, an unjustifiable failure by the Owner to pay amounts due under the contract is a material breach by the Owner and the Contractor may stop work and recover payment for all work performed and expenses incurred. Liens and failures to perform only complicate matters further. For example, when properly served with a notice of subcontractor's lien and in possession of amounts due the Contractor, the Owner must withhold a sufficient amount of funds due to the general contractor to pay the lien claim; but the Owner may also withhold payments for its own benefit for certain failures of performance by the Contractor.

Changes in the Work

The standard form contracts set forth a process through which the Owner may order changes in the work. The two instruments of change are called "Change Orders" and "Construction Change Directives." Typically, the Change Order is used where the parties are able to agree on the amount by which to change the Contract Sum; whereas the Construction Change Directive is used to accomplish the work while the parties resolve their differences over the pricing of the change. In those rare cases where the public construction contract does not set forth the procedure and limits of authority for changing the contract sum or time, then under the criminal code any change order (or series of change orders) that alters the Contract Sum by a total of \$10,000 or more, or

that changes the time for completion by more than 30 days, must be in writing. 720 ILCS 5/33E-9. Even where the contract provides for a change order process, municipalities must bid any change order work where the change order would otherwise increase the total contract price by 50% or more of the original contract price.

Substantial Performance

The law recognizes that perfect performance is not possible for the vast majority of construction projects. Accordingly, the law imposes a duty of substantial performance in a reasonably workmanlike manner and in accordance with the plans and specifications. The owner is compensated for any deficien-

utilities, security, maintenance, and insurance. This acceptance does not constitute a waiver of any claims, however, for defective or incomplete work.

Security for Performance

The Public Bond Act requires that all governmental bodies require some form of security guaranteeing both the completion of the work and the payments to subcontractors and suppliers of materials of the cost of the labor or material which they have furnished in the public works project. Similarly, the Illinois Plat Act authorizes governmental bodies to require similar security from individuals who are constructing subdivision improvements which will eventually be given to governmental

If the financial security process works well, it will be unobtrusive and will not require a great deal of administrative activity by the government. In those few cases where the financial security must be called upon, the ability of the government to act must be prompt, sure and effective.

cies or other deviations from "perfect performance" by an appropriate deduction from the contract sum. "Substantial completion" of the project is achieved when the Owner may put the project to the use for which it was intended. This is an important milestone that means the work remaining is capable of being detailed on a "punchlist" prepared by the Contractor. When the Owner accepts the certificate of substantial completion, the risk of loss to the project shifts to the Owner, who is then also liable for

bodies. Interestingly, in Illinois, utility lines, such as sewer and water lines, which are constructed by private developers in publicly dedicated roads, do not automatically pass to the ownership of the governmental body without a bill of sale. Therefore, a supplier of sewer pipe to a real estate developer, who is not paid, may have an argument that the government cannot use any line proposed to be given to the municipality without paying him the amounts due. For that reason, it is quite important for

Articles

Governmental Construction, cont'd.

governmental bodies to gain security to guarantee both the completion of such improvements, and the payment of individuals who have performed labor or furnished goods for the construction projects. Nonetheless, governments in Illinois do not need to worry about successful claims for mechanic's liens which would apply in private sector contracts. It is also important for governmental bodies to cause the completion of such utility lines, since they have issued permits for the construction of buildings which, when they are finished, will require streets, streetlights, sewer and water lines.

Developers traditionally give municipalities surety bonds issued by surety companies. Approximately 30 years ago, and continuing intermittently, it became cheaper for such developers to furnish irrevocable letters of credit from financial institutions to governmental bodies. The governments preferred irrevocable letters of credit because it was easier to draw down money to complete the job than to induce a surety company to do so. The main advantage to a surety bond, however, is that, unlike a letter of credit, which is often allowed to be drawn down as the project proceeds, a surety bond continues to provide coverage up to its full amount until the work is eventually completed and paid for. In 2000, the Illinois Legislature changed the law to give the Developer the right to choose whether to furnish either a Letter of Credit or Bond. Since the new statute only refers to the choices other than a cash bond, the contractors may not yet have removed municipal discretion.

A third category of improvements for which governmental bodies have sought security of performance are structures which, though remaining in

private hands, are essential for the use and enjoyment of a development by multiple future property owners. Thus, while a municipality does not seek a security bond or other device to guarantee the installation of kitchen cabinets or an industrial assembly line, it often seeks guarantees for items of common usage, such as installation of drainage facilities, shopping center parking lots, landscaping promised in a planned unit development, and recreational facilities to be owned by a homeowners association but initially constructed by a developer. The security governmental bodies normally seek for this third kind of improvement are the same types discussed before – letters of credit and surety bonds.

There are also a number of other minor areas in which governmental bodies seek some form of security. When governments accept subdivision improvements, they require a security to be posted to guarantee the workmanship and suitability of the construction. Typically, this is furnished through the purchase of a commercial subdivision maintenance surety bond.

Governmental bodies, by ordinance, sometimes require a commitment of long-term maintenance for a facility like a private drainage system in a residential or commercial development. There, communities are willing to generally accept the inclusion in a declaration of a property owners association of an obligation to maintain the facility. Such a covenant must contain a provision giving the municipality the right to enforce the provisions contained within the covenant if the Association fails to do so. That provision within the covenant cannot be appealed, repealed or amended without the approval of the municipality. Some governments have recently required an

agreement of a developer to accept the creation of a special service district to provide a high level of maintenance if the "homeowner association" model doesn't work.

In general, the entire set of protections put in place by governmental bodies are intended to provide financial security for the installation, completion and maintenance of those elements of a development which are essential to the public health and safety. If the financial security process works well, it will be unobtrusive and will not require a great deal of administrative activity by the government. In those few cases where the financial security must be called upon, the ability of the municipality to act must be prompt, sure and effective.

Conclusion

The drafting and administration of construction contract documents for governmental bodies is an area where experience and constant efforts to improve results will pay dividends. ANCEL GLINK has helped governmental bodies, as general and special counsel, in all types of such contracts, both large and small. We can work with your engineers and architects in a professional and cooperative arrangement to provide you with contract documents that will both attract (rather than discourage) bidders and protect your interests.



EMAIL IM TEXT CHECK

Search Mail

Today on AOL

New Mail

Old Mail

Drafts

Sent

Spam

Contacts

Calendar

My Folders

Saved Mail

Saved Chats

aunt bea stuff

important s...

419 W. Main St.

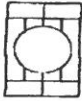
From **Les Bellah** mayor_bellah@mchsi.com

To **COLLEEN FORD** LITLLEENERS@AOL.COM,
DAVID MAMURRARY KONWINSKIK@YAHOO.COM,
HARRY NEWBERRY COUNTRYSIDETOWING@FRONTIER.COM,
JANDDPIERCE@frontier.com janddpierce@frontier.com,
WANDA MCMURRARY EMILY2440@AOL.COM,
SARAH ZIEGLER SZIEGLERKVB13@YAHOO.COM

Cc **TERRI D'AMATO** VILLKIRK@MCHSI.COM,
DAVE JEPSON DCJEPSON@YAHOO.COM,
PLINDSTROMAN PLINDSTROMAN@GMAIL.COM,
SCOTT PUMA SPUMA@ANCELGLINK.COM

Two days ago, I was able to track down the cost estimate on the re do on the IGA build that disturbs me is, the information has been in the possession of a trustee, since Febri attachment) which was the night of the regular board meeting. When I asked if there was regarding the project, there were no comments. At the March meeting, I asked for any. Again, the cost estimate from February, should have been shared with the village board sure which of the trustees were made aware of this information, but I do know there is r treat this information like a big secret. Everyone on this board, including the mayor, sho be "kept in the dark" until someone thinks it is time for them to know! The gentleman w estimate, told me he was under the impression that the information was "being shared." requested that any and all further correspondence be sent to my office as well. If we as are going to earn the trust of the people who vote us into office, we must first then, earn each other. Thank you and have a great day....Les

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O.L. MANN ERNEST MARTIN ARCHITECTS
 509 South State Street
 Belvidere, Illinois 61008
 815-544-7790 Phone
 815-544-7792 Fax

OPTION Including North Remodeling

<i>Total Project Cost</i>	Larson	Rock Struct	Scandroli	Sjostrom	Stenstrom
CONSTRUCTION COSTS	\$ 544,401	\$ 622,500	\$ 588,964	\$ 531,575	\$ 546,600
<i>\$ per SF</i>	<i>\$ 69</i>	<i>\$ 79</i>	<i>\$ 74</i>	<i>\$ 67</i>	<i>\$ 69</i>
Base Bid-Includes 20K contingency	\$ 479,489	\$ 562,000	\$ 464,464	\$ 476,000	\$ 484,000
Alt 1 PVC Floor in Multipurpose room	\$ 3,665	\$ 7,500	\$ 3,000	\$ 4,275	\$ 2,800
Alt 2 Synthetic Sports Flooring-Not Included in Cost Above	\$ 15,095	\$ 19,500	\$ 17,500	\$ 18,260	\$ 14,500
Alt 3 Replace Existing HVAC Units (2 units)	\$ 16,769	\$ 15,000	\$ 16,500	\$ 16,220	\$ 16,800
Alt 4 All work north of the common wall (Existing head start area)	\$ 44,478	\$ 38,000	\$ 105,000	\$ 35,080	\$ 43,000
Voluntary Alt-Not included in Cost Above	\$ -	\$ -	\$ (2,200)	\$ (2,300)	\$ -
PROFESSIONAL FEES	\$ 50,608	\$ 56,075	\$ 53,727	\$ 49,710	\$ 50,762
Architectural/Structural/MEP/civil/survey	\$ 38,108	\$ 43,575	\$ 41,227	\$ 37,210	\$ 38,262
Initial Design Study	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Reimbursable Allowance	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Soil Borings Allowance	\$ -	\$ -	\$ -	\$ -	\$ -
Survey Update	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT & FURNISHINGS allowances	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000	\$ 21,000
Computer Stations	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Copy Machines	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
File Cabinets	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Waiting Area Chairs	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Office Furniture	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Work Room Furniture	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Lobby Artwork and Signage	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Networking	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
IN-HOUSE START-UP COSTS					
Relocated Existing Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Telephone System extension	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Security System	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
UTILITY PERMIT FEES Allowances	\$ 4,839	\$ 4,839	\$ 4,839	\$ 4,839	\$ 4,839
Building Permit Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Water Connection	\$ 3,447	\$ 3,447	\$ 3,447	\$ 3,447	\$ 3,447
Sewer Connection	\$ -	\$ -	\$ -	\$ -	\$ -
Meter	\$ 1,237	\$ 1,237	\$ 1,237	\$ 1,237	\$ 1,237
Public Works Inspection Fee	\$ 155	\$ 155	\$ 155	\$ 155	\$ 155
Fire Protection Backflow	\$ -	\$ -	\$ -	\$ -	\$ -
Gas	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -
Overall Building Costs	\$ 630,848	\$ 714,414	\$ 678,530	\$ 617,124	\$ 633,201

2/2/15



OLLMANN ERNEST MARTIN ARCHITECTS
 500 South State Street
 New York, NY 10014
 815-844-7789 phone
 815-844-7788 fax

NASR project in Belvidere

Description	Sq. Ft.	S/Sf	Building Cost	Fees/Furnishing/Misc/Permits	Total Project Cost
Existing Building	131.5				
South Side Full Remodeling	78	\$ 99.24	\$ 464,464.00		
North Side light remodeling	53.5	\$ 23.00	\$ 73,835.00	\$ 89,566.00	\$ 627,865.00
Included new water connection Not Sprinklered					

Kirkland Police Station Outline

Description	Sq. Ft.	S/Sf	Building Cost	Inflation	Total Project Cost
Bayland Building	60				
South Side Full Remodeling	60	\$ 99.24	\$ 446,580.00	x 4%	\$ 107.34
North Side light remodeling	60	\$ 23.00	\$ 34,502.34	x 4%	\$ 24.88
Existing Building Stabilization Site Parking Strips/ Lighting etc New HVAC system over and above than at NASR					
					\$ 50,000.00
					\$ 15,000.00
					\$ 60,000.00
					\$ 645,338.66
					\$ 109,707.57
					\$ 125.84
Total Project					\$ 755,046.23

Kirkland Troop A1
 2/2/15

From: Sarah Ziegler <szieglerkvb13@yahoo.com>

To: Les Bellah <mayor_bellah@mchsi.com>

Cc: David McMurray <konwinskik@yahoo.com>; Harry Newberry <countrysidetowing@frontier.com>; Colleen For <littleeners@aol.com>; Wanda McMurray <emily2440@aol.com>; John Pierce <janddpierce@frontier.com>

Subject: Re: 419 W. Main St.

Date: Fri, Mar 6, 2015 6:02 pm

Les,

First of all, let me start this by telling you that I am offended by the email that you sent. First of all, why in the world do our village clerk, treasurer, police chief and attorney need to be included in your email? Are they directly involved in the personal issue that you have with me? If you have an issue with me or what I am doing, or not doing, I would appreciate that you talk to me about it. Man up and say what is on your mind. We are both adults and this needs to be handled in that way. You have a personal vendetta against me for some reason. This whole situation is business, let's treat it as such.

When I received the email from Paul Ollmann, it was just before I came to the February meeting. I took a look at the number (price) and laughed. I did, in fact, show the number to Colleen at the meeting. I believe that I showed it to Wanda, as well. Due to the fact that I did not have the opportunity to sit and speak with Paul about the cost comparison, I did not feel that it would be necessary to present the information. When asked if I had an update for the property at 419 W. Main St, I advised that I had spoken to the architect and that there was not any information to present at that time. I did not want to bring something before the board unless I knew what I was presenting. I would think that you would be happy to not have our time wasted by me giving partial information to the board. The information that Paul had provided was not an estimate for renovation of the Kirkland building, rather it was showing that his firm is qualified to do this type of work. He merely showed me what his firm had done at a similar sized building for the Belvidere Park District and it does not reflect the requirements for the building at 419 W. Main St.

I was able to speak with Paul for a few minutes on the phone prior to our March meeting. During that conversation I explained to him that the number that he came up with was way out of line for our budget. He told me that he would do some more research and see what he could come up with. When you asked if there was an update at the March meeting, I informed the board that the amount that the architect came up with was for a "Cadillac" of a building and that it was way out of our budget. I have yet to hear from him. I assume that is because of your call to him. At this time there is still nothing to report in regards to our building. I do not appreciate being undermined. If you say that you will investigate something, I do not make the call behind your back to see if you made contact. I allow you the opportunity to do your research and bring it back to the board. If you want to start going behind my back to see what information I have found out on a particular issue, I can do the same. I believe that would be counter-productive. Why would there be more than one of us trying to get the same information?

Now to your comment about you and the board being "kept in the dark". I would like to bring to your attention several separate situations in which you have kept the board "in the dark". The first being the deal with the Dollar General store. Why did you feel it necessary to not give the board a heads

up that this was something being worked on? At every meeting we have a time for Economic Development updates. You never gave any indication that this was in the works. Was it that you did not feel we needed to know? Or is it because you want to be the hero for the town? Whatever the case may be, I feel that the board should have known that there were negotiations.

The second situation has to do with your secret meeting with Sarah Willey and Sharon Miller. Several board members found out about the meeting right after it happened. Why was this meeting a secret? I believe that an email should have been sent out to the board letting us know I was at the school board meeting when Sarah Willey indicated that she and Sharon had met with you and that you told them they had a very good chance of getting \$250,000 in TIF funds from the village. The last time I checked, the board makes that decision, not the mayor. Why would you tell them that? Then at the village board meeting, you did not allow more than one person to speak for the school board. Why would you not give other members of the school board a chance to talk? Were you aware that the school's attorney told them not to come to the village? Were you aware that all of the board members are not in favor of the requests being made?

You are complaining that I am keeping you in the dark, when you are constantly doing this. Another example is the situation regarding John Blake. You and a board member seem to be conspiring behind the rest of our backs on a deal that we are not in favor of.

How about the cell phone tower that Verizon wants to put up? What is the status of that? You have not updated the board on that situation for a very long time. Have you talked to the Planning and Zoning Commission regarding this, and what have they said? This is something that is important to our community, as it has the potential of extra revenue.

Another issue is the Media Com building that was put up without building permits, on land that they had no rights to. Have there been any updated reports regarding this at board meetings? As I recall, you were going to look into it. Why should the village even think about any agreements with Media Com? I think we should charge them rent for the land where they constructed a building, as well as charge them for the building permit they should have gotten.

The recent issue involving our police department is just another example of the board not being informed. I believe that when this situation occurred, the police committee should have been advised. These are not things that should come up in executive session as a surprise.

These are only a few of the issues that have been brought up at meetings and not followed through with. You are typically the one who says you will make a call, but we don't get any updates. If it is brought up at a subsequent meeting, you usually don't have new information to provide. Is this because there was never a call made, or were you unable to reach someone? The only time we get any information is if we bring the specific issue up, seeing as it is typically not on the agenda. Issues that need to be resolved are falling through the cracks.

I have been told by members of the community that you won't call me because you believe that I don't like you. I must say that I am not happy with a lot of the things that have been going on since I got voted onto the board. You do your best to try and call me out on things during the board meetings and attempt to make me look stupid. I will not give you that opportunity. I am working very

3/9/2015.

Re: 419 W. Main St.

hard for the community who voted for me. I do my best to have the best interests of our community as a priority when I make decisions that will affect them.

It is my opinion that the childish behavior needs to end. This is ridiculous!

Thank you,
Sarah Ziegler
Kirkland Village Trustee

On Thursday, March 5, 2015 10:01 AM, Les Bellah <

> wrote:

Two days ago, I was able to track down the cost estimate on the re do on the IGA building. The part that disturbs me is, the information has been in the possession of a trustee, since February 2nd(see attachment) which was the night of the regular board meeting. When I asked if there was any news regarding the project, there were no comments. At the March meeting, I asked for any new information. Again, the cost estimate from February, should have been shared with the village board. I am not too sure which of the trustees were made aware of this information, but I do know there is no reason to treat this information like a big secret. Everyone on this board, including the mayor, should not have to be "kept in the dark" until someone thinks it is time for them to know! The gentleman who prepared the estimate, told me he was under the impression that the information was "being shared." I have requested that any and all further correspondence be sent to my office as well. If we as a village board, are going to earn the trust of the people who vote us into office, we must first then, earn the trust of each other. Thank you and have a great day....Les

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