Tazewell County Board

Wednesday, November 18, 2026
Brett Grimm, Chairman of the Board
Michael Harris, Vice-Chairman of the Board

COUNTY BOARD AGENDA			3
MINUTES			6
LAND USE	LU-26-15	26-42-S, MACKINAW SOLAR, LLC, SPECIAL USE, CINCINNATI & SPRING LAKE	18
LAND USE	LU-26-16	26-47-S, LUMINA ENERGY STORAGE, LLC, SPECIAL USE, ELM GROVE TWP.	39
LAND USE	LU-26-17	26-48-Z, COPART OF CONNECTICUT, INC., MAP AMENDMENT, CINCINNATI TWP.	51
LAND USE	LU-26-18	26-49-Z. ZACHARY & MONICA CHARLTON, MAP AMENDMENT, CINCINNATI TWP.	61
LAND USE	LU-26-19	CONTRACT RENEWAL T.P.I OF PEKIN, LLC FOR PLUMBING INSPECTIONS	70
LAND USE	LU-26-20	CONTRACT RENEWAL RICHARD YOUNG FOR ELECTRICAL INSPECTIONS	74
LAND USE	LU-26-21	CONTRACT RENEWAL GLEN GULLETTE, BUILDING INSPECTIONS	78
LAND USE	LU-26-22	CONTRACT RENEWAL CENTRAL IL FIRE INSPECTIONS SVC, LLC, LIFE SAFETY INSPECTIONS	82
LAND USE	LU-26-23	CONTRACT RENEWAL TRI COUNTY TRI COUNTY REGIONAL PLANNING	86
LAND USE	LU-26-24	CONTRACT RENEWAL CLOUDPOINT, 911 ADDRESSING SERVICES	88
TRANSPORTATION	T-26-22	COUNTY ENGINEER'S SALARY – BLR 09221	94
TRANSPORTATION	T-26-23	INTERGOVERNMENTAL AGMT. – WOODFORD CO. – DUTCH LN. STRUCTURE	97
TRANSPORTATION	T-26-24	ANNUAL EQUIPMENT	106
TRANSPORTATION	T-26-25	ANNUAL GENERAL MAINTENANCE – BLR 14220	107
TRANSPORTATION	T-26-26	ANNUAL ROAD & BRIDGE	109
TRANSPORTATION	T-26-27	NACE CONFERENCE	110
TRANSPORTATION	T-26-28	IPLSA CONFERENCE	111
TRANSPORTATION	T-26-29	LPA ENG. SVCS. AGMT. – 19-02127-00-BR – FURROW RD.	112
TRANSPORTATION	T-26-30	LPA ENG. SVCS. AGMT. – 25-17117-01-BR – SCHUTTLER RD.	129

TRANSPORTATION	T-26-31	PURCHASE MINI EXCAVATOR – FY27	155
TRANSPORTATION	T-26-32	JOINT FUNDING AGMT. – 24-00061-05-RS – NORTH MAIN ST.	159
PROPERTY	P-26-24	TERMINATION OF THE LEASE AGREEMENT WITH PROCTOR HEALTH SYSTEMS FOR 1800 BROADWAY, PEKIN, ILLINOIS	172
PROPERTY	P-26-25	ADOPTION OF ORDINANCE TO RECEIVE JUSTICE CENTER ANNEX LOTS FROM THE CITY OF PEKIN	174
PROPERTY	P-26-26	WINDOWS AND DOORS REPLACEMENT PROJECT AT THE COURTHOUSE	183
FINANCE	F-26-25	DECLINE PROPERTY TAX RECAPTURE	357
HUMAN RESOURCES	HR-26-12	CHANGE IN THE CONTRIBUTION LIMIT TO THE FLEXIBLE SPENDING ACCOUNT **UPON APPROVAL OF IN-PLACE MEETING**	359
HUMAN RESOURCES	HR-26-17	APPROVE THE SALARY OF THE CHIEF PUBLIC DEFENDER	360
HUMAN RESOURCES	HR-26-18	APPROVE THE SALARY FOR THE SHERIFF	363
HUMAN RESOURCES	HR-26-19	APPROVE CHANGES TO PERSONNEL POLICY **UPON APPROVAL OF IN-PLACE MEETING**	366
EXECUTIVE	E-26-79	SIX MONTH REVIEW OF EXECUTIVE SESSION MINUTES BY THE STATE'S ATTORNEY'S OFFICE	368
EXECUTIVE	E-26-88	BOND AMOUNT FOR THE REGIONAL SUPERINTENDENT OF SCHOOLS **UPON APPROVAL OF IN-PLACE MEETING**	376
EXECUTIVE		APPOINTMENTS AND REAPPOINTMENTS	380

DECEMBER 2026 CALENDAR OF MEETINGS (WILL BE PROVIDED ON DECEMBER 1, 2026)

TAZEWELL COUNTY BOARD

James Carius Community Room
101 S. Capitol Street
Pekin, Illinois 61554

Wednesday, November 18, 2026 - 6:00 p.m.

Brett Grimm - Chairman of the Board
Michael Harris - Vice Chairman of the Board

A. Roll Call

B. Invocation and Pledge of Allegiance

C. Communications from members of the public and county employees

D. Communications from elected and appointed county officials

E. Approve the minutes of the October 28, 2026 Final Budget and October 28, 2026 County Board Proceeding

F. In-Place Human Resources Committee Meeting

G. In-Place Executive Committee Meeting

H. Consent Agenda:

Land Use

LU-26-15	1.	Approve 26-42-S, Mackinaw Solar, LLC, Special Use, Cincinnati & Spring Lake
LU-26-16	2.	Approve 26-47-S, Lumina Energy Storage, LLC, Special Use, Elm Grove Twp.
LU-26-17	3.	Approve 26-48-Z, Copart of Connecticut, Inc., Map Amendment, Cincinnati Twp.
LU-26-18	4.	Approve 26-49-Z. Zachary & Monica Charlton, Map Amendment, Cincinnati Twp.
LU-26-19	5.	Approve Contract Renewal T.P.I of Pekin, LLC for Plumbing Inspections
LU-26-20	6.	Approve Contract Renewal Richard Young for Electrical Inspections
LU-26-21	7.	Approve Contract Renewal Glen Gullette, Building Inspections
LU-26-22	8.	Approve Contract Renewal Central IL Fire Inspections Svc, LLC, Life Safety Inspections

LU-26-23 9. Approve Contract Renewal Tri County Tri County Regional Planning

LU-26-24 10. Approve Contract Renewal Cloudpoint, 911 Addressing Services

Transportation

T-26-22 11. Approve County Engineer's Salary – BLR 09221

T-26-23 12. Approve Intergovernmental Agmt. – Woodford Co. – Dutch Ln. Structure

T-26-24 13. Approve Annual Equipment

T-26-25 14. Approve Annual General Maintenance – BLR 14220

T-26-26 15. Approve Annual Road & Bridge

T-26-27 16. Approve NACE Conference

T-26-28 17. Approve IPLSA Conference

T-26-29 18. Approve LPA Eng. Svcs. Agmt. – 19-02127-00-BR – Furrow Rd.

T-26-30 19. Approve LPA Eng. Svcs. Agmt. – 25-17117-01-BR – Schuttler Rd.

T-26-31 20. Approve Purchase Mini Excavator – FY27

T-26-32 21. Approve Joint Funding Agmt. – 24-00061-05-RS – North Main St.

Property

P-26-24 22. Approve Termination of the Lease Agreement with Proctor Health Systems for 1800 Broadway, Pekin, Illinois

P-26-25 23. Approve the Adoption of Ordinance to Receive Justice Center Annex Lots from the City of Pekin

P-26-26 24. Approve Windows and Doors Replacement Project at the Courthouse

Finance

F-26-25 25. Approve to Decline Property Tax Recapture

Human Resources

HR-26-12 26. Approve a Change in the Contribution Limit to the Flexible Spending Account **Upon Approval of In-Place Meeting**

HR-26-17 27. Approve the Salary of the Chief Public Defender

HR-26-18 28. Approve the Salary for the Sheriff

HR-26-19 29. Approve Changes to Personnel Policy
Upon Approval of In-Place Meeting

Executive

E-26-79 30. Approve Six Month Review of Executive Session Minutes by the State's Attorney's Office

E-26-88 31. Approve Bond Amount for the Regional Superintendent of Schools
Upon Approval of In-Place Meeting

Appointments and Reappointments

E-26-82 a. Approve reappointment of Frank Sciortino to Pekin Main Street

E-26-83 b. Approve reappointment of Deene Milam to the Central Illinois Agency on Aging

E-26-84 c. Approve reappointment of Tony Rendleman to the Emergency Telephone Systems Board

E-26-85 d. Approve reappointment of David Catton to the Emergency Telephone Systems Board

E-26-86 e. Approve the reappointment of Bobby Zimmerman to the Emergency Telephone Systems Board

E-26-87 f. Approve reappointment of Valerie Fehr to the Zoning Board of Appeals

I. Unfinished Business

J. New Business

K. December 2026 Calendar – Will be provided on December 1, 2026

L. Recess to December 16, 2026

Chairman Brett Grimm
Kim D. Joesting, Dist. 1
Nancy Proehl, Dist. 1
Mark Goddard, Dist. 1
Kaden Nelms, Dist. 1
Nick Graff, Dist. 2
Greg Menold, Dist. 2
Greg Sinn, Dist. 2
Eric Schmidgall, Dist. 3
Dave Mingus, Dist. 3
Tammy Rich-Stimson Dist. 3

John C. Ackerman
County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Deene Milam, Dist. 1
Joe Woodrow, Dist. 1
Jon Hopkins, Dist. 2
Maxwell Schneider, Dist. 2
Cathryn Stump, Dist. 2
Eric Stahl, Dist. 2
Russ Crawford, Dist. 3
Eugene Glueck, Dist. 3
Greg Longfellow, Dist. 3

TAZEWELL COUNTY BOARD
FINAL BUDGET MEETING MINUTES
WEDNESDAY, OCTOBER 28, 2026
6:22 PM

James Carius Community Room, Tazewell Law & Justice Center,
101 S. Capitol Street, Pekin, Illinois 61554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call, and the following members of the board were present: Vice Chairman Harris, Members Crawford, Glueck, Joesting, Longfellow, Menold, Milam, Mingus, Nelms, Proehl, Schmidgall, Schneider, Sinn, Stahl, Stump, Woodrow -17. Absent Members were Goddard, Graff, Hall, Hopkins, Chairman Grimm– 5.

REVIEW AND AMEND FISCAL YEAR 2027 BUDGET

County Administrator Mindy Darcy provided handouts to the board members with the proposed budget adjustments and the revised Capital Plan. She asked if all the board members had received the final budget books.

GENERAL FUND

Motion by Member Crawford to open discussion of the General Fund Budget; seconded by Member Woodrow.

Discussions occurred pertaining to the individual budget lines for the General Fund Budget. Some department budgets did not require any discussions prior to approval.

Sheriff: Member Crawford moved to amend Sheriff's budget with a $27,267.00 increase; seconded by Member Longfellow. Motion to approve the Sheriff's Budget as amended was passed by the board.

Treasurer: Member Glueck moved to amend the Treasurer's budget with an $814.00 decrease; seconded by Member Rich-Stimson. Motion to approve the Treasurer's Budget as amended was passed by the board.

DRAFT

County Administration: Member Crawford moved to amend the County Administration budget with a $16,970.00 increase; seconded by Member Schmidgall. Motion to approve the County Administration Budget as amended was passed by the board.

Finance: Member Stahl moved to amend the Finance budget with a $1,244.00 increase; seconded by Member Menold. Motion to approve the Finance Budget as amended was passed by the board.

General Fund – Administration Contingency: Member Crawford moved to amend the Contingency budget with a $1,385.00 increase; seconded by Member Stahl. Motion to approve the Contingency Budget as amended was passed by the board.

Motion to approve the General Fund budget as amended was passed by roll call vote of 17 Yeas; 0 Nays.

County Administrator Darcy indicated the Amended General Fund budget would be $47,556,178.00 and the Contingency Line would be $2,264,580.00.

Amended General Fund Amounts are as follows:

Circuit Clerk $1,808,476.00
Jury Commission $248,618.00
State's Attorney $3,897,263.00
Public Defender $2,176,454.00
Courts $602,801.00
Court Services $3,420,998.00
Court Security $1,199,355.00
Sheriff $18,272,868.00
EMA $375,877.00
Coroner $662,230.00
Community Development $581,316.00
County Board $327,193.00
Auditor $93,012.00
County Clerk/Elections $1,772,619.00
Recorder of Deeds $293,342.00
Treasurer and Tax Collector $642,269.00
County Administration $4,336,379.00
Information Technology $2,300,000.00
Human Resources $323,115.00
Finance $845,980.00
External Audit $177,000.00
County General Farm $28,500.00
Assessments $631,182.00
Board of Review $133,294.00
Building Maintenance $2,391,037.00
General County Operations $15,000.00

DRAFT

SPECIAL REVENUE FUNDS

Finance Chairman Harris began discussion on the Special Revenue Funds. The Special Revenue Funds were discussed and approved as follows:

Member Crawford motioned to amend IMRF budget; seconded by Member Rich-Stimson. Motion to approve IMRF as amended passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $2,464,605.00.

Member Crawford motioned to amend Social Security budget; seconded by Member Stahl. Motion passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $2,504,582.00.

Member Proehl motioned to approve Health Internal Services budget; seconded by Member Nelms. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $8,154,850.00

Member Schneider motioned to approve Township Bridge Fund budget; seconded by Member Nelms. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $1,041,894.00.

Member Woodrow motioned to approve County Highway budget; seconded by Member Stump. Motion to approve County Highway passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $3,605,347.00.

Member Crawford motioned to approve County Motor Fuel Tax budget; seconded by Member Schmidgall. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $4,742,172.00.

Member Crawford motioned to approve Township Road Fuel Tax budget; seconded by Member Stump. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $3,087,000.00.

Member Nelms motioned to approve County Bridge Fund budget; seconded by Member Woodrow. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $2,260,650.00.

Member Glueck motioned to approve Matching Tax budget; seconded by Member Proehl. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $2,431,688.00.

Member Woodrow motioned to approve County Health budget; seconded by Member Sinn. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $7,043,510.00.

DRAFT

Member Longfellow motioned to approve Solid Waste Fund budget; seconded by Member Glueck. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $497,709.00.

Member Crawford motioned to amend Strengthening IL Public Health Admin Grant budget; seconded by Member Nelms. Motion to amend passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $160,000.00.

Motion by Member Nelms to approve Veterans' Assistance Fund budget; seconded by Member Glueck. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $751,512.00.

Member Crawford motioned to Amend the Animal Control budget; seconded by Member Stahl. Motion to amend passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $1,064,201.00.

Member Crawford motioned to approve GIS budget; seconded by Member Woodrow. Motion to approve passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $324,427.00.

Member Nelms motioned to approve Persons with Developmental Disabilities budget; seconded by Member Rich-Stimson. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $540,188.00.

Member Stahl motioned to amend National Opioid Settlement budget; seconded by Member Schmidgall. Motion to amend passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $139,298.00.

Member Rich-Stimson motioned to approve LATCF Grant budget; seconded by Member Stump. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $11,111.00.

Member Rich-Stimson motioned to amend Energy Transition Community Grant budget; seconded by Member Woodrow. Motion to amend passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $536,460.00.

Member Crawford motioned to approve Sheriff Grant Fund budget; seconded by Member Stump. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $91,577.00.

Member Schmidgall motioned to approve Treasurer's Automation Fund budget; seconded by Member Menold. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $16,536.00.

DRAFT

Member Crawford motioned to approve Probation Upgrade Fund budget; seconded by Member Glueck. Motion passed by voice vote of 17 Yeas; 0 Nays. Budget amount approved was $249,464.00.

Member Crawford motioned to amend Risk Management & Liability Fund budget; seconded by Member Schmidgall. Motion to amend passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $2,476,973.00.

Member Milam motioned to approve Drug Court Fund budget; seconded by Member Crawford. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $30,600.00.

Member Stahl motioned to Amend the Capital Improvement Fund budget; seconded by Member Glueck. Motion to Amend passed by roll call vote of 17 Yeas; 0 Nays. Amended Budget amount approved was $27,757,669.00.

Member Proehl motioned to approve Recorder's Special Document Storage Fund budget; seconded by Member Crawford. Motion passed by roll call vote of 17 Yeas; 0 Nays. Budget amount approved was $273,215.00.

TAX LEVY ORDINANCES

Motion by Member Crawford to approve the Annual Budget Ordinance for Fiscal Year 2027; seconded by Member Mingus. Motion passed by roll call vote of 16 Yeas; 1 Nay – Schneider.

Motion by Member Crawford to approve the Tax Levy Ordinance for County General Fund Purposes for Fiscal Year 2027 for $8,098,300.00; seconded by Member Helms. Motion passed by roll call vote of 16 Yeas; 1 Nay – Schneider.

Motion by Member Crawford to approve the Tax Levy Ordinance for Municipal Retirement Fund Purposes for Fiscal Year 2027 for $1,168,257.00; seconded by Member Joesting. Motion passed by roll call vote of 16 Yeas; 1 Nay –Schneider.

Motion by Member Joesting to approve the Tax Levy Ordinance for Social Security Contributions for Fiscal Year 2027 for $1.449.724.00; seconded by Member Crawford. Motion passed by roll call vote of 16 Yeas; 1 Nay –, Schneider.

Motion by Member Crawford to approve the Tax Levy Ordinance for County Highway Purposes for Fiscal Year 2027 for $2,203,775.00; seconded by Member Stump. Motion passed by roll call vote of 16 Yeas; 1 Nay –Schneider.

Motion by Member Crawford to approve the Tax Levy Ordinance for County Bridge Fund Purposes for Fiscal Year 2027 for $1,012,706.00; seconded by Member Glueck. Motion passed by roll call vote of 16 Yeas; 1 Nay –Schneider.

DRAFT

Motion by Member Woodrow to amend the Tax Levy Ordinance for County Highway Matching Tax Purposes for Fiscal Year 2027 for $962,835.00; seconded by Member Rich-Stimson. Motion passed by roll call vote of 16 Yeas; 1 Nay –Schneider.

Motion by Member Crawford to approve the Tax Levy Ordinance for County Health Fund Purposes for Fiscal Year 2027 for $1,233,830.00; seconded by Member Sinn. Motion passed by roll call vote of 16 Yeas; 1 Nay – Schneider.

Motion by Member Crawford to approve the Tax Levy Ordinance for Veterans' Assistance Purposes for Fiscal Year 2027 for $760,687.00; seconded by Member Joesting. Motion passed by roll call vote of 16 Yeas; 1 Nay –Schneider.

Motion by Member Stump to approve the Tax Levy Ordinance for Persons with Developmental Disabilities Fund Purposes for Fiscal Year 207 for $547,235.00; seconded by Member Rich-Stimson. Motion passed by roll call vote of 16 Yeas; 1 Nay – Schneider.

Motion by Member Proehl to approve the Tax Levy Ordinance for Liability and Risk Management Purposes for Fiscal Year 2027 for $1,435,092.00; seconded by Member Stump. Motion passed by roll call vote of 16 Yeas; 1 Nay –Schneider.

Motion by Member Rich-Stimson to approve the Tax Levy Ordinance for University of Illinois Extension for Fiscal Year 2027 for $151,000.00; seconded by Member Sinn. Motion passed by roll call vote of 16 Yeas; 1 Nay – Schneider.

Motion by Member Crawford to approve the Truth in Taxation Certificate of Compliance; seconded by Member Rich-Stimson. Motion passed by roll call vote of 16 Yeas; 1 Nay– Schneider.

ADJOURNMENT

There being no further business before the Board, Finance Chairman Mike Harris announced the meeting was adjourned. The Tazewell County Board Final Budget Meeting was adjourned at 7:31 P.M. The next regular scheduled County Board meeting will be November 18, 2026.

DRAFT

Chairman Brett Grimm
Kim D. Joesting, Dist. 1
Nancy Proehl, Dist. 1
Mark Goddard, Dist. 1
Kaden Nelms, Dist. 1
Nick Graff, Dist. 2
Greg Menold, Dist. 2
Greg Sinn, Dist. 2
Eric Schmidgall, Dist. 3
Dave Mingus, Dist. 3
Tammy Rich-Stimson, Dist. 3

John C. Ackerman
County Clerk

Vice Chairman, Michael Harris, Dist. 3
Jay Hall, Dist. 1
Deene Milam, Dist. 1
Joe Woodrow, Dist. 1
Jon Hopkins, Dist. 2
Maxwell Schneider, Dist. 2
Cathryn Stump, Dist. 2
Eric Stahl, Dist. 2
Russ Crawford, Dist. 3
Eugene Glueck, Dist. 3
Greg Longfellow, Dist. 3

TAZEWELL COUNTY BOARD
MEETING MINUTES
WEDNESDAY, OCTOBER 28, 2026
6:00 PM
James Carius Community Room, Tazewell Law & Justice Center, 101 S. Capitol Street, Pekin, Illinois 61554

ROLL CALL BY COUNTY CLERK

Attendance was taken by Roll Call, and the following members of the board were present: Members: Crawford, Glueck, Harris, Joesting, Longfellow, Menold, Milam, Nelms, Proehl, Rich-Stimson, Schmidgall, Schneider, Sinn, Stahl, Stump, Woodrow. – 17, Absent: Chairman Grimm, Goddard, Graff, Hall, Hopkins – 5

INVOCATION AND PLEDGE OF ALLEGIANCE

Member Proehl led the invocation followed by Vice Chairman Harris leading the Pledge of Allegiance.

COMMUNICATION FROM MEMBERS OF THE PUBLIC AND/OR COUNTY EMPLOYEES

Michael Ragan, a Tazewell County resident, spoke on the improvements with the Tazewell County Veterans Assistance Commission. He spoke about his non-profit that provides awareness on veteran suicide. He stated a veteran art gallery was opening up at the local VFW Hall.

Adair Rodriquez, a Tazewell County resident, praised the Data Center Moratorium being proposed within Tazewell County.

COMMUNICATIONS FROM ELECTED AND APPOINTED OFFICIALS

No communications to the board.

DRAFT

APPROVE THE MINUTES OF SEPTEMBER 30, 2026, COUNTY BOARD PROCEEDINGS AND OCTOBER 5, 2026, TENTATIVE BUDGET MEETING

Member Rich-Stimson moved to approve the minutes of September 30, 2026, County Board proceedings and Tentative Budget Meeting on October 5, 2026, as printed: seconded by Member Nelms. Motion to approve the minutes as printed were approved by voice vote of 17 Yeas: 0 Nays.

IN-PLACE RISK COMMITTEE MEETING

Meeting started at 6:09 PM.

Rick Committee entered Executive Session at 6:10 PM and returned to Risk Committee at 6:13 PM.

Risk Committee Meeting ended at 6:14 PM.

IN-PLACE EXECUTIVE COMMITTEE MEETING

Meeting started at 6:15 PM.

Executive Committee Meeting ended at 6:17 PM.

CONSENT AGENDA

Health Services: Approve agreement with Permitium, Resolution HS-26-26.

Land Use: Approve 26-43-A, Amendment No. 78 to Title XV, Chapter 157, Zoning Code of Tazewell County, Resolution LU-26-13.

Land Use: Approve 26-44-Z, All about Homes LLC, Rezoning, Morton Township, Resolution LU-26-14.

Finance: Approve the purchase of a truck for Animal Control, Resolution F-26-20.

Finance: Approve use of contingency funds for security system upgrades to the Tazewell County Jail Control Room, Resolution F-26-21.

Human Resources: Approve changes to the Health Savings Account (HAS) contribution limits for FY27, Resolution HR-26-13.

Human Resources: Approve wage increase for non-union employees, Resolution HR-26-14.

Human Resources: Approve the 2027 insurance premiums, Resolution HR-26-15.

DRAFT

Human Resources: Approve the 2027 COBRA rates, Resolution HR-26-16.

Risk: Approve settlement of worker's compensation case, Resolution RM-26-08. Upon approval of In-Place Meeting.

Risk: Approve settlement of worker's compensation case, Resolution RM-26-09 Upon approval of In-Place Meeting.

Executive: Approve bond amount for the County Clerk/Recorder of Deeds, Resolution E-26-76. Upon approval of In-Place Meeting.

Executive: Approve bond amount for the Treasurer, Resolution E-26-77. Upon approval of In-Place Meeting.

Executive: Approve 4th quarter 2026 payment to the Greater Peoria Economic Development, Resolution E-26-78. Upon approval of In-Place Meeting.

Executive: Approve submittal of application for a Public Transportation Capital Assistance Grant, Resolution E-26-80. Upon approval of In-Place Meeting.

Executive: Approve the Annual Appellate Prosecutor Resolution, Resolution E-26-81. Upon approval of In-Place Meeting.

Member Crawford moved to approve the Consent Agenda items as outlined in the agenda packet: seconded by Member Schneider. The Consent Agenda was approved by voice vote of 17 Yeas; 0 Nays.

The following items were removed from the Consent Agenda for further discussion.

Item 1 Risk Management: Member Schneider moved to approve the Worker's Compensation Settlement; seconded by Member Joesting. Motion was passed by roll call vote of 17 Yeas: 0 Nays. Resolution RM-26-08 passed the board.

Item 2 Risk Management: Member Schmidgall moved to approve Worker's Compensation Settlement, seconded by Member Rich-Stinson. Motion was passed by roll call vote of 17 Yeas; 0 Nays. Resolution RM-26-09 passed the board.

Item 3 Executive: Member Nelms moved to approve bond amount for County Clerk/Recorder seconded by Member Stahl. Motion was passed by roll call vote of 17 Yeas; 0 Nays. Resolution E-26-76 passed the board.

Item 4 Executive: Member Menold moved to approve bond amount for County Treasurer, seconded by Member Crawford. Motion was passed by roll call vote of 17 Yeas; 0 Nays. Resolution E-26-77 passed the board.

DRAFT

Item 5 Executive: Member Schneider moved to approve the 4th quarter 2026 payment to Greater Peoria Economic Development, seconded by Member Schmidgall. Motion was passed by roll call of 17 Yeas; 0 Nays. Resolution E-26-78 passed the board.

Item 6 Executive: Member Rich-Stimson moved to approve submittal of application for a Public Transportation Capital Assistance Grant, seconded by Member Joesting. Motion was passed by roll call of 17 Yeas; 0 Nays. Resolution E-26-80 passed the board.

Item 7 Executive: Member Crawford moved to approve the annual Appellate Prosecutor Resolution; seconded by Member Glueck. Motion was passed by roll call of 17 Yeas; 0 Nays. Resolution E-26-81 passed the board.

UNFINISHED BUSINESS

The board determined there was no unfinished business to discuss at this time.

NEW BUSINESS

The board determined there was no new business to discuss at this time.

REVIEW OF APPROVED BILLS

The Board Members have been sent the approved bills.

APPROVE NOVEMBER 2026 CALENDAR

Member Rich-Stimson moved to approve the November 2026 calendar; seconded by Member Joesting. Motion to approve the November 2026 calendar was approved by voice vote of 17 Yeas; 0 Nays.

ADJOURNMENT

With no other business presented to the Board, Vice Chairman Harris announced the meeting adjourned. The Tazewell County Board Meeting was adjourned at 6:21 PM. The next meeting scheduled will be November 18, 2026.

DRAFT

TAZEWELL COUNTY LAND USE COMMITTEE

SUMMARY OF COMMITTEE AGENDA

NOVEMBER 9, 2026

TO BE PRESENTED TO THE TAZEWELL COUNTY BOARD ON

NOVEMBER 18,2026

LU-26-15
Case No. 26-42-S
Mackinaw Solar, LLC

The petition of Mackinaw Solar, LLC (www.mackinawsolarproject.com) requesting a Special Use to allow for the construction of a 500 Mega Watt, approximate 3,400 +/- acre, Utility Scale Solar Energy Facility located in A-1 Agriculture Preservation Districts, CONS Conservation Districts and I-1 Heavy Industrial Districts.

ZBA made no recommendation.
Land Use recommended approval, with conditions.
4 – Ayes: Hall, Hopkins, Stahl, Chr. Crawford
3 – Nays: Glueck, Schmidgall, Woodrow
3 – Absent: Goddard, Longfellow, Sinn

LU-26-16
Case No. 26-47-S
Lumina Energy Storage LLC

The petition of Lumina Energy Storage, LLC requesting a Special Use to allow for the construction and operation of a of a 300 Mega Watt, Energy Storage System Facility located in A-1 Agriculture Preservation Districts

ZBA recommended denial
Land Use concurred.
1 – Aye: Sinn
7 – Nays: Glueck, Hall, Hopkins, Schmidgall, Stahl, Woodrow, Chr. Crawford
2 – Absent: Goddard, Longfellow

LU-26-17
Case No. 26-48-Z
Copart of Connecticut, Inc

The petition of Copart of Connecticut, Inc. for a Map Amendment to change the official zoning maps of Cincinnati Township from an A-1 Agriculture Preservation District to an I-1 Light Industrial District.

ZBA recommended approval.
Land Use concurred.
5 – Ayes: Hall, Hopkins, Schmidgall, Woodrow, Chr. Crawford
2 – Nays: Glueck, Stahl
2 – Absent: Goddard, Longfellow

LU-26-18
Case No. 26-49-Z
Zachary & Monica Charlton

The petition of Zachary and Monica Charlton for a Map Amendment to change the official zoning maps of Cincinnati Township from a R-1 Low Density Residential to an A-1 Agriculture Preservation

ZBA recommended approval.
Land Use concurred.
5 – Ayes: Hall, Hopkins, Stahl, Woodrow, Chr. Crawford
2 – Nays: Glueck, Schmidgall
2 – Absent: Goddard, Longfellow

LU-26-19
RESOLUTION Contract Renewal T.P.I of Pekin, LLC for Plumbing Inspections

Land Use recommended approval.

LU-26-20
RESOLUTION Contract Renewal Richard Young for Electrical Inspections

Land Use recommended approval.

LU-26-21
RESOLUTION Contract Renewal Glen Gullette, Building Inspections

Land Use recommended approval.

LU-26-22
RESOLUTION Contract Renewal Central IL Fire Inspections Svc, LLC, Life Safety Inspections.

Land Use recommended approval.

LU-26-23
RESOLUTION Contract Renewal Tri County Tri County Regional Planning

Land Use recommended approval.

LU-26-24
RESOLUTION Contract Renewal Cloudpoint, 911 Addressing Services

Land Use recommended approval.

COMMITTEE REPORT
LU-26-15
(ZBA Case No. 26-42-S)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Mackinaw Solar, LLC.

R E S O L U T I O N

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use to allow for the construction of a 500 Mega Watt, approximate 3,400 +/- acre, Utility Scale Solar Energy Facility located in A-1 Agriculture Preservation Districts, CONS Conservation Districts and I-1 Heavy Industrial Districts; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on November 4, 2026 and November 5, 2026 on Case No. 26-42-S; and

WHEREAS, the ZBA deliberated its decision on November 5, 2026 and voted, having ***NO RECOMMENDATION due to a lack of 4 concurring votes***, but had established a findings of fact of the Special Use with conditions; and

WHEREAS, your Land Use Committee met on November 9, 2026 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

WHEREAS, your Land Use Committee recommends adopting the conditions provided by the Zoning Board of Appeals, also including the following condition: To the extent commercially reasonable, the owner shall maintain grazing for the life of the project; and

WHEREAS, your Land Use Committee, upon a Roll Call vote, voted to recommend ***APPROVAL with conditions*** of the Special Use; Aye: Hall, Hopkins, Stahl and Chr. Crawford; Nay: Glueck, Schmidgall, and Woodrow; Absent: Goddard, Longfellow and Sinn

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

NOW THEREFORE BE IT RESOLVED, that the County Board ***APPROVE*** this resolution and the petitioner's request for Special Use Case. No. 26-42-S with the finding of fact as provided by the ZBA, with all conditions as recommended.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 20_____.

ATTEST:

_____
Tazewell County Board Chairman

_____
Tazewell County Clerk

**AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE PROVISIONS OF TITLE XV,
CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY
ON PETITION OF MACKINAW SOLAR, LLC**

(Zoning Board Case No. 26-42-S)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Mackinaw Solar, LLC for a Special Use to allow the construction of a 500 Mega Watt, approximate 3,400 +/- acre, Utility Scale Solar Energy Facility located in A-1 Agriculture Preservation Districts, CONS Conservation Districts and I-1 Heavy Industrial Districts; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 26-42-S was held by the Tazewell County Zoning Board of Appeals on November 4, 2026 and November 5, 2026, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board, including the following conditions, with **NO RECOMMENDATION** due to a lack of four concurring votes, having approved the following conditions; and

1. Vegetative screening shall be confirmed at the time of the building permit to ensure that nonparticipating residence are shielded from visual impacts.
2. Ground under solar arrays shall be planted and maintained in perennial vegetative ground cover.
3. Required permits, including building permits, fence permits, and stormwater and erosion control permits must be obtained from the Tazewell County Community Development Department prior to construction.
4. The solar energy facility shall be required to have a decommissioning plan pursuant to the requirements of the Department of Agriculture's executed Agricultural Impact Mitigation Agreement. Said plan shall be submitted and approved prior to the issuance of the building permit. Financial security must remain valid throughout the life of the project. Financial security must remain valid in accordance with the executed AIMA.

5. Except during a valid permit period or scheduled maintenance, which may or may not require a permit, the special use does not include the outdoor storage of equipment or materials.
6. Approval of this Special use is restricted to Mackinaw Solar LLC or it's affiliates. The Special Use is not transferrable to any entity not affiliated with Mackinaw Solar, LLC.
7. The owner of the commercial solar energy facility must submit contact information for the company to the Department of Community Development by the end of each calendar year and upon any change in relevant contact information with the company.
8. Water may not be drawn from any operational well within the facility for the purpose of hauling and using it off site.
9. The facility must ensure compliance with Tazewell County Health Department, Division of Environmental Health and all Illinois Department of Public Health regulations. When applicable, the operational wells shall have backflow protectors to prevent contamination.
10. The fence shall be woven wire with steel posts, not wood.
11. Pigs shall not be introduced to the project as a
12. Hours of construction shall be limited to 7:00am to 7:00pm. The driving of piling or other such activities of increased noise shall be limited to 8:00am to 5:00pm.

WHEREAS, said report of the Zoning Board of Appeals contains the following findings of fact:

1. The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.

   (POSITIVE) The A-1 Zoning District has specific setback and height requirements as stated in the Tazewell County Zoning Code. If approved, the proposed commercial solar farm will be reviewed against the Tazewell Zoning Code through the building permit process to verify that the development meets all applicable standards in the A-1 Zoning District.

2. The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations or of any officially adopted Comprehensive Plan of a municipality within a 1.5-mile planning jurisdiction.

(POSITIVE) The proposed special use is within 1.5 miles of the City of Pekin which has an adopted Comprehensive Plan. The plan identifies portions of the special use area as industrial although little to no development is proposed in that location. The Tazewell County Future Land Use Map designates the area as primarily A-1 Agricultural Preservation district. As the Comprehensive Plan was developed prior to proliferation of solar development, there is no discussion regarding this type of development within the Plan. However, the proposal is consistent with the plan's strategy of allowing for supplemental uses to supplement farm income and support the viability of farms. The request would also keep the subject parcels as agricultural parcels intact, which could return to agricultural usage following the decommissioning of the project.

3. The proposed special use is consistent with the following policies of the Tazewell County Comprehensive Plan: Minimize conflict between land uses allow for supplemental uses to supplement farm income and support the financial viability of farms. The petitioner has provided the information required by 7TCC1-25(c) and has demonstrated the ability to complete the proposal shown in 7TCC1-25(c)(1)-(10) and has met those items required by the statements described in TCC1-25(c)(9).

(POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. The site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.

(POSITIVE) The proposed solar farm is in an agricultural area to the south and east of Pekin. The applicant has proposed to install vegetative screening for all non-participating households within 500 ft of the property. With appropriate vegetative screening, the property will minimize adverse effects regarding visual impact. The applicant has demonstrated in the application that noise and any glare will be minimized to levels that meet code and are satisfactory.

5. The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the neighboring vicinity.

   (POSITIVE) The surrounding area is primarily low-density residential dwellings and agriculture. When operated appropriately, a solar farm is a low intensity use which should not create any health or safety hazards as there is little traffic, noise, smells, or dangerous conditions caused as a result of this operation. Given this context, the proposed special use should not pose a significant risk to the public health, safety, morals, comfort, or general welfare of the neighboring vicinity.

6. The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.

   (POSITIVE) Once operational, solar farms require little maintenance and does not require full-time staff to operate. With the vegetative screening, and lack of noise shown in the application, the proposed special use should pose no threat to nearby property owners' use and enjoyment of their property. Multiple studies have been submitted with the request which show that the proposed solar farm will not be injurious to the use and enjoyment of other property in the immediate vicinity such as a glare study, drainage study, a stormwater report, and more.

7. The Special Use shall not substantially diminish and impair property value within the neighborhood.

(POSITIVE) Given the vegetative screening and low-intensity nature of the project, establishment of the special use should not substantially diminish or impair property value in the surrounding area. The applicant also attached a property value study assuming the development of the proposed commercial solar farm which showed no negative impacts on property values in the neighborhood.

8. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.

(POSITIVE) The application identifies utilities, access roads, and other necessary features for commercial solar farm development.

9. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.

(POSITIVE) Construction of the solar farm will require an entrance onto multiple roads throughout the project and will obtain approvals. The proposed solar farm will likely cause a temporary increase to traffic during construction but should have little to no impact on traffic afterward. Once operational, solar farms receive very little vehicular traffic. Based on these considerations, this finding is judged to be positive.

10. The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.

Not applicable.

11. Evidence presented establishes that granting the use, which is located more than one half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.

(POSITIVE) Once operational, a solar farm is a low intensity use and will not hinder the operation or expansion of a livestock feeding operation within a one half mile of the subject property.

12. Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.

(POSITIVE) Approximately 86% of soils on the area identified to be occupied by solar panels does not reach a productivity index of 125 and are therefore deemed to be non-productive soils. As this exceeds the threshold of 75% of the site, this criterion is found to be positive as productive soils are not being taken out of production. Situating a solar project on a site with low soil productivity results in more productive soils elsewhere in Tazewell County from being utilized for such a project.

13. The Special Use is consistent with the existing uses of property within the general area of the property in question.

(NEGATIVE) The proposed commercial solar farm is not seen at this scale in the general area. Even with the screening, reduction of glare, and minimal noise pollution, the size and scale of the proposal is not consistent with the existing uses of property within the general area as those uses consist of primarily row crop production and single family development.

14. The property in question is suitable for the Special Use as proposed.

(POSITIVE) Given the reasons stated above, the subject property is suitable for the requested special use.

which findings of fact are hereby _____ by the County Board as the reason for _____ the Special Use, with conditions, including the following condition recommended by your Land Use Committee:

13. To the extent commercially reasonable, the owner shall maintain grazing for the life of the project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Mackinaw Solar, LLC for a Special Use to allow the construction of a 500 Mega Watt, approximate 3,400 +/- acre, Utility Scale Solar Energy Facility located in A-1 Agriculture Preservation Districts, CONS Conservation Districts and I-1 Heavy Industrial Districts on the following described properties:

LOCATION AND/OR PROPERTY INVOLVED:

- 08-09-24-300-004; FRANK, WILLIAM & JENNIFER, 9171 SPRING LAKE RD, MANITO IL 61546; 79.24+/- ACRES ZONED CONS; SEC24 T24N R6W E 1/2 SW 1/4 SW 1/4
- 08-09-24-400-004; GARMAN, KEITH & DEBRA, 12937 GARMAN RD, PEKIN IL 61554; 60+/- ACRES ZONED CONS; SEC 24 T24N R6W SW 1/4 OF SE 1/4 AND S 1/2 OF SE 1/4 SE 1/4
- 08-09-24-400-008; GARMAN, KEITH & DEBRA, 12937 GARMAN RD, PEKIN IL 61554; 58.86+/- ACRES ZONED CONS; SEC 24 T24N R6W TRACT I SE 1/4
- 08-09-25-100-002; FRANK, WILLIAM & JENNIFER, 9171 SPRING LAKE RD, MANITO IL 61546; 160+/- ACRES ZONED CONS; SEC 25 T24N R6W E 1/2 OF W 1/2 NW 1/4
- 08-09-25-400-004; VARNEY, WALLACE & GAY, 212 EAGLE DR, GREEN VALLEY IL 61534; 74.03+/- ACRES ZONED CONS; SEC 25 T24N R6W TRACT 4 IN S 1/2 OF SE 1/4
- 08-09-36-200-001; KNAAK, DAREL & GAIL TRUSTEES, 13538 CEDAR ST, MANITO IL 61546; 34.71+/- ACRES ZONED CONS; SEC 36 T24N R7W NW 1/2 NE 1/4
- 08-09-36-200-010; HALL, TREVOR, 14775 CHRISTMAS TREE RD, GREEN VALLEY IL 61534; 33.67+/- ACRES ZONED CONS; SEC 36 T24N R6W LOTS C & D SE 1/4 NW 1/4 & LOT F & PT OF SW 1/4 W OF RR & ELY TRACT NE 1/4
- 08-09-36-300-001; HILST, ROGER, 1961 E 45TH 1/2 CT, TERRE HAUTE IN 47802; 111.73+/- ACRES ZONED CONS; SEC 36 T24N R6W LOTS A & B SE 1/4 NW 1/4 & W 1/2 OF SW 1/4 & NE 1/4 SW 1/4 SW 1/4
- 08-15-01-100-001; HILST, ROGER, 1961 E 45TH 1/2 CT, TERRE HAUTE IN 47802; 2.5+/- ACRES ZONED CONS; SEC 1 T23N R6W PT NW OF RR LOT 2 NW 1/4

- 08-15-02-100-003; HERRMAN, VERNE JR, 3918 SPRINGFIELD RD, GROVELAND IL 61535; 144.88+/- ACRES ZONED A-1; SEC 2 T23N R6W ALL W OF RR IN S 1/2 OF N 1/2 ALSO 10.03 AC N OF RR IN SE 1/4 NW 1/4
- 08-15-02-200-001; HILST, ROGER, 1961 E 45TH 1/2 CT, TERRE HAUTE IN 47802; 36.5+/- ACRES ZONED A-1; SEC 2 T23N R6W E 1/2 OF LOT 2 NE 1/4
- 08-15-02-300-005; HERRMAN, MARGARET TRUSTEE, 1915 VELDE DR, PEKIN IL 61554; 75.3+/- ACRES ZONED A-1; SEC 2 T23N R6W N 1259 OF SW 1/4
- 08-15-03-100-001; BECKER, KENNETH, 8479 TOWNLINE RD, MANITO IL 61546; 132.5+/- ACRES ZONED A-1; SEC 03 T23N R6W LOT 15 W 1/2 LOT 1L W 1/2 & E 1/2 NW 1/4
- 08-15-03-300-001; DUVAL, DANNY TRUSTEE , 9845 WAGONSELLER RD, GREEN VALLEY IL 61534; 110+/- ACRES ZONED A-1; SEC 03 T23N R6W S 30 AC OF W 1/2 OF NW 1/4 & W 1/2 SW 1/4
- 08-15-03-300-002; BECKER, BRIAN , 8810 TOWNLINE RD, MANITO IL 61546; 75 +/- ACRES ZONED A-1; SEC 3 T23N R62 E 1/2 SW 1/4 75 AC
- 08-15-03-400-004; INDIAN MOUND FARMS LLC, 9787 MEYER FARMS LN, MANITO IL 61546; 79.11+/- ACRES ZONED A-1; SEC 3 T23N R6W TRACT B1 IN W 1/2 OF SE 1/4 SE 1/4
- 08-15-03-400-005; BECKER, SCOTT & CHARISSA, 8950 SPRINGLAKE RD , MANITO IL 61546; 71.71+/- ACRES ZONED A-1; SEC 3 T23N R6W TRACT B2 IN W 1/2 OF SE 1/4 SE/4
- 08-15-04-100-002; BREEDLOVE, JOHN TRUSTEE, 10385 N MANITO RD, MANITO IL 61546; 269.32+/- ACRES ZONED A-1; SEC 4 T23N R6W W 1/2
- 08-15-04-200-002; BECKER, KENNETH, 8479 TOWNLINE RD, MANITO IL 61546; 58.75+/- ACRES ZONED A-1; SEC 4 T23N R6W LOTS 1-2 OF E 1/2 NE 1/4
- 08-15-04-300-001; BREEDLOVE, JOHN TRUSTEE, 10385 N MANITO RD, MANITO IL 61546; 40+/- ACRES ZONED A-1; SEC 04 T23N R6W SW 1/4 SW 1/4
- 08-15-04-400-001; HERRMAN, JUDITH TRUSTEE, 11174 HERRMAN RD, MANITO IL 61546; 30+/- ACRES ZONED A-1; SEC 4 T23N R6W LOT 7 W 1/2 SE 1/4
- 08-15-04-400-006; BECKER, BRIAN , 8810 TOWNLINE RD, MANITO IL 61546; 100+/- ACRES ZONED A-1; SEC 4 T23N R6W E 1/2 OF SE 1/4 ALSO LOT 13 NE 1/4

- 08-15-04-400-008; GRIFFIN, MATTHEW & ROXANNE, 10356 N MANITO RD, MANITO IL 61546; 2.15 +/- ACRES ZONED A-1;SEC 4 T23N R6W TRACT 4A SE 1/4
- 08-15-04-400-010; HERRMAN, JAMES & MARLENE CO-TRUSTEES, 8745 TOWNLINE RD, MANITO IL 61546; 28.74+/- ACRES ZONED A-1; SEC 4 T23N R6W W 360 N 1/2 SW 1/4 SE 1/4 & W 360 S 1/2 OF S 1/2 NW 1/4 SE ¼
- 08-15-09-100-004; BOHM, BRIAN ET AL, 7471 SPRING LAKE RD, MANITO IL 61546; 1.99+/- ACRES ZONED A-1; SEC 09 T23N R6W PT OF NW 1/4 OF LOT A NW 1/4
- 08-15-09-200-004; FRANK, BRIAN, 7356 MASON RD, MANITO IL 61546; 37+/- ACRES ZONED A-1; SEC 9 T23N R62 SW 1/4 NE 1/4
- 08-15-09-200-009; CHARLTON, ZACHARY & SCOTT WARNER, 29572 E COUNTY RD 2500 N, MANITO IL 61546; 38.12 +/- ACRES ZONED A-1; SEC 9 T23N R6W TRACT 3 NE 1/4
- 08-15-09-200-016; DESUTTER, BRYAN, 100 S PARK AVE, MANITO IL 61546; 76.62+/- ACRES ZONED A-1; SEC 9 T23N R6W PT OF TRACT 1 & TRACT 7 NE 1/4
- 08-15-09-400-012; DESUTTER, BRYAN, 100 S PARK AVE, MANITO IL 61546; 38.32+/- ACRES ZONED A-1; SEC 9 T23N R6W TRACT 4 SE 1/4 SEC 9 & SW 1/4 SEC 10
- 08-15-09-400-013; DESUTTER, BRYAN, 100 S PARK AVE, MANITO IL 61546; 45.94+/- ACRES ZONED A-1; SEC 9 T23N R6W PT OF TRACT 2 NE 1/4 & SE 1/4
- 08-15-10-100-002; DUVAL, DANNY TRUSTEE, 9845 WAGONSELLER RD, GREEN VALLEY IL 61534; 73.06+/- ACRES ZONED A-1 ; SEC 10 T23N R6W E 1/2 NW 1/4
- 08-15-10-100-003; DESUTTER, BRYAN, 100 S PARK AVE, MANITO IL 61546; 78.78+/- ACRES ZONED A-1; SEC 10 T23N R6W PT OF TRACT 1 NW 1/4
- 08-15-10-200-006; BECKER, BRIAN , 8810 TOWNLINE RD, MANITO IL 61546; 72.82+/- ACRES ZONED A-1; SEC 10 T23N R6W TRACT 3, 4 & SLY 1.5 AC TRACT OF LOT 2 NE 1/4
- 08-15-10-300-002; DUVAL, DANNY TRUSTEE , 9845 WAGONSELLER RD, GREEN VALLEY IL 61534; 41.56+/- ACRES ZONED A-1; SEC 10 T23N R6W S 6.94 AC IN E 1/2 OF NW 1/4 & NE 1/4 SW 1/4
- 08-15-10-300-008; DESUTTER, BRYAN,100 S PARK AVE, MANITO IL 61546 ; 80.97 +/- ACRES ZONED A-1 ; SEC 10 T23N R6W PT OF TRACT 2 SW 1/4

- 10-10-08-400-003 ; MIDWEST GENERATION LLC ATTN: PROP TAX DEPT , 804 CARNEGIE CENTER , PRINCETON NJ 08540 ; 68.4 +/- ACRES ZONED CONS & I-2 ; SEC 8 T24N R5W TRACT LYING SE OF RR IN SW 1/4 & W 1/2 SE 1/4
- 10-10-17-100-007 ; CHARLTON, ZACHARY & MONICA , 29572 CR 2500N , MANITO IL 61546 ; 125.53 +/- ACRES ZONED CONS ; SEC 17 T24N R5W NW 1/4
- 10-10-17-200-002 ; PEKIN SAND & GRAVEL LLC , PO BOX 578 , PEKIN IL 61554 ; 77.57 +/- ACRES ZONED I-2 ; SEC 17 T25N R5W W1/2 NE 1/4
- 10-10-17-300-001 ; CHARLTON, ZACHARY & MONICA , 29572 E COUNTY RD 2500 N , MANITO IL 61546 ; 80 +/- ACRES ZONED A-1 & CONS ; SEC 17 T24N R5W W 1/2 SW 1/4
- 10-10-17-300-013 ; REGAL MIDWEST REALTY GROUP LLC , 98 E 1ST COURT , DONORA PA 15033 ; 41.16 +/- ACRES ZONED I-2 ; SEC 17 T24N R5W E 1/2 OF SW 1/4
- 10-10-17-400-003 ; PEKIN SAND & GRAVEL LLC , PO BOX 578 , PEKIN IL 61554 ; 24.03 +/- ACRES ZONED I-2 ; SEC 17 T24N R5W 36.39 AC TRACT NW 1/4 W 1/2 SE 1/4
- 10-10-19-200-015 ; BERG, MARK & JULIE , 7414 AIRPORT RD , MANITO IL 61546 ; 122.36 +/- ACRES ZONED A-1 & CONS ; SEC 19 T24N R5W TRACTS B3 & B5 & SE 1/2 & 330 OF N 1/2 OF NE 1/4 & S 1/2 OF NW 1/4
- 10-10-19-300-003 ; GARMAN, KEITH L MR & MRS , 12937 GARMAN RD , PEKIN IL 61554 ; 28.81 +/- ACRES ZONED A-1 & CONS ; SEC 19 T24N R5W TRACT G SW 1/4
- 10-10-19-400-013 ; CHARLTON, ZACHARY & MONICA , 29572 COUNTY ROAD 2500 N , MANITO IL 61546 ; 40.83 +/- ACRES ZONED A-1 ; SEC 19 T24N R5W TRACT B-6 SE1/4 NE1/4 & NE 1/4 SE 1/4
- 10-10-20-100-001 ; BECKER, BRIAN & SARA , 8810 TOWNLINE RD , MANITO IL 61546 ; 56.32 +/- ACRES ZONED A-1 ; SEC 20 T24N R5W W 1/2 OF NW 1/4 (W OF RR)
- 10-10-20-200-008 ; THE GARMAN TRUST, GARMAN, KEITH & CONNETT, KAREN COTRUSTEES , 12937 GARMAN RD , PEKIN IL 61554 ; 73.7 +/- ACRES ZONED A-1 ; SEC 20 T24N R5W E 1/2 NE 1/4
- 10-10-20-300-005 ; ZEECK, LAREN TRUSTEE , 2006 VAN BIBBER LAKE EST K-11 , GREENCASTLE IN 46135 ; 156.13 +/- ACRES ZONED A-1 ; SEC 20 T24N R5W SW 1/4

- 10-10-20-400-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 160 +/- ACRES ZONED A-1 ; SEC 20 T24N R5W SE 1/4
- 10-10-21-100-001 ; THE GARMAN TRUST, GARMAN, KEITH & CONNETT, KAREN COTRUSTEES , 12937 GARMAN RD , PEKIN IL 61554 ; 120 +/- ACRES ZONED A-1 ; SEC 21 T24N R5W NW ¼
- 10-10-21-100-002 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 40 +/- ACRES ZONED A-1 ; SEC 21 T24N R5W SE 1/4 NW 1/4
- 10-10-21-200-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 156 +/- ACRES ZONED A-1 ; SEC 21 T24N R5W NE 1/4
- 10-10-21-300-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 160 +/- ACRES ZONED A-1 ; SEC 21 T24N R5W SW 1/4
- 10-10-21-400-001 ; BECK, BONNIE , 13489 IL ROUTE 29 , PEKIN IL 61554 ; 159 +/- ACRES ZONED A-1 ; SEC 21 T24N R5W SE 1/4
- 10-10-28-100-001 ; ADWELL CORPORATION , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 160 +/- ACRES ZONED A-1 ; SEC 28 T24N R5W NW1/4
- 10-10-28-300-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 100 +/- ACRES ZONED A-1 ; SEC 28 T24N R5W W100 AC OF SW1/4
- 10-10-28-400-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 140 +/- ACRES ZONED A-1 & R-1 ; SEC 28 T24N R5W W140AC OF S1/2
- 10-10-29-200-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 160 +/- ACRES ZONED A-1 ; SEC 29 T24N R5W ALL OF NE1/4
- 10-10-29-300-003 ; GARMAN FARM TRUST, GARMAN, KEITH & CONNETT, KAREN COTRUSTEE , 12937 GARMAN RD , PEKIN IL 61554 ; 157 +/- ACRES ZONED A-1 ; SEC 29 T24N R5W SW 1/4
- 10-10-29-400-001 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 100 +/- ACRES ZONED A-1 ; SEC 29 T24N R5W WEST 100 AC SE 1/4
- 10-10-29-400-002 ; ADWELL CORP , P.O. BOX 10 , JACKSONVILLE IL 62651 ; 60 +/- ACRES ZONED A-1 ; SEC 29 T24N R5W EAST 60 AC SE ¼

all situated along portions of E. Manito Rd. (Co. Hwy 16), Excel Way, Garman Rd. IL Rte. 29, Chester L Rd., Bluebird Hill Rd., Wagonseller Rd. Fuelberth Rd. and Hurt Rd. within Cincinnati Township and situated along portions of Sapp Rd., Townline Rd. (Co. Hwy.7), Schuttler Rd., Timber Rd., Spring Lake Rd. (Co. Hwy. 21) Manito Rd. (Co. Hwy. 16) and Warner Rd. within Spring Lake Township, Tazewell County, Illinois.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use with conditions.

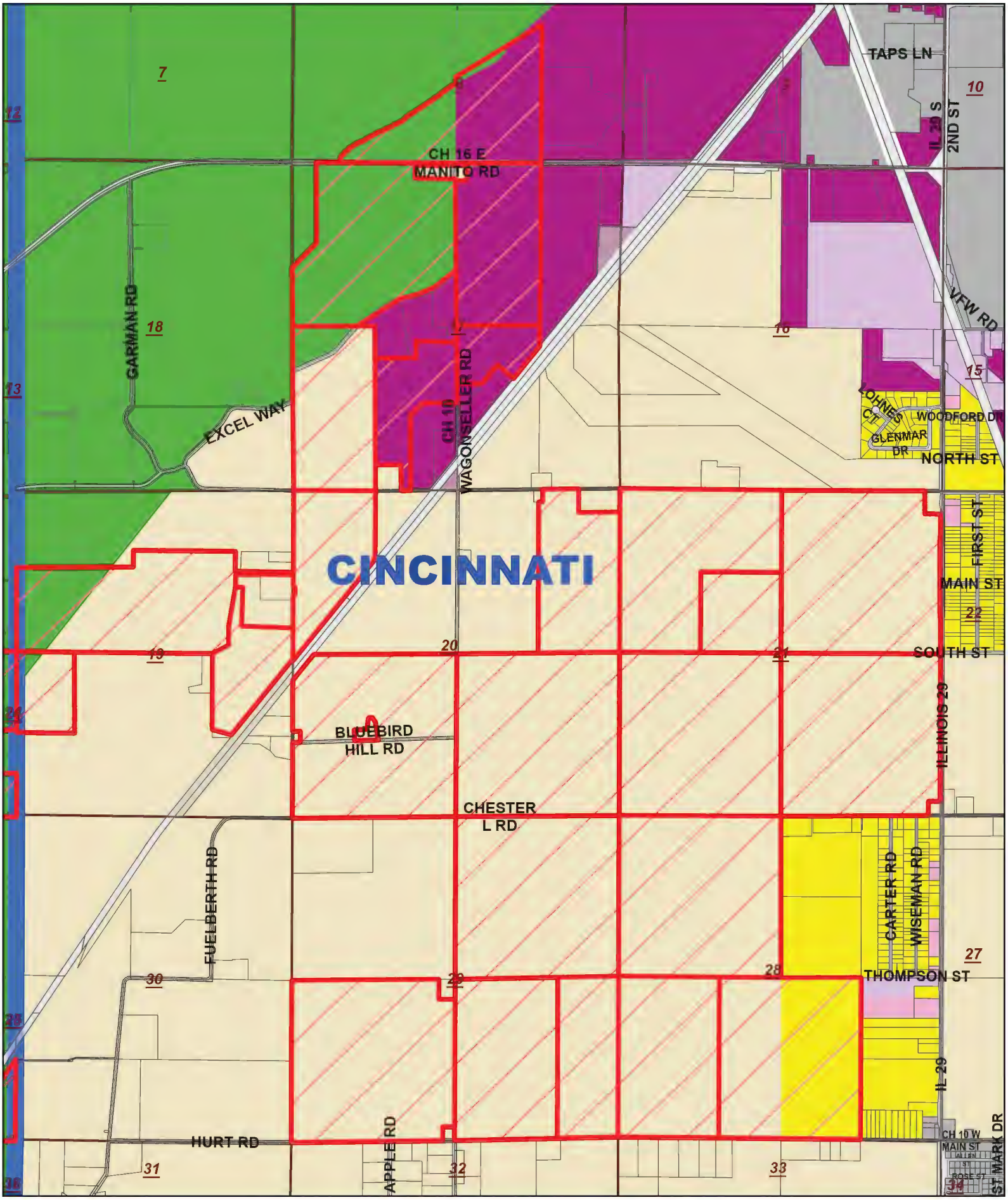
PASSED AND ADOPTED this _____ day of _____, 20_____.

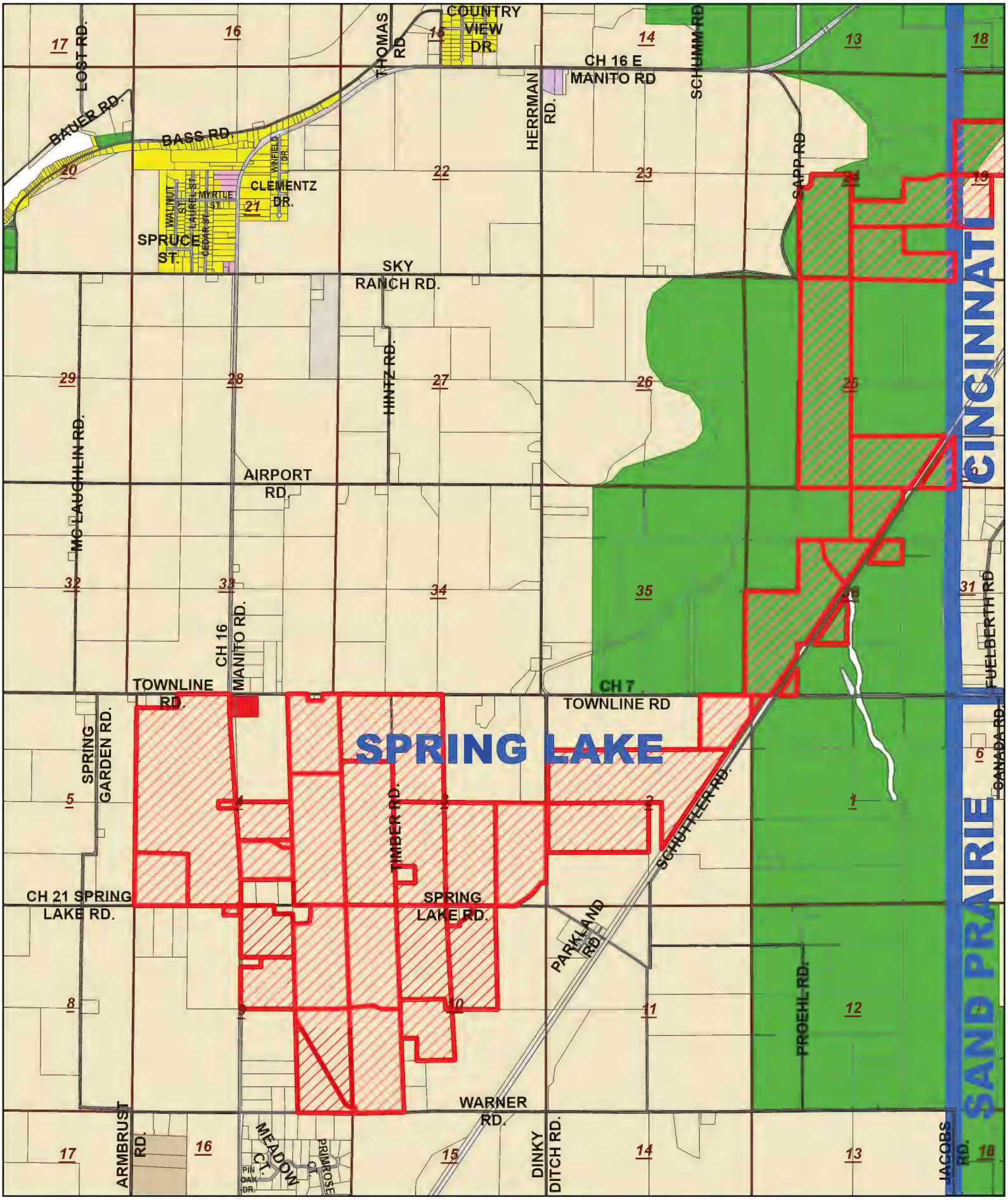
Ayes _____ Nays _____ Absent _____

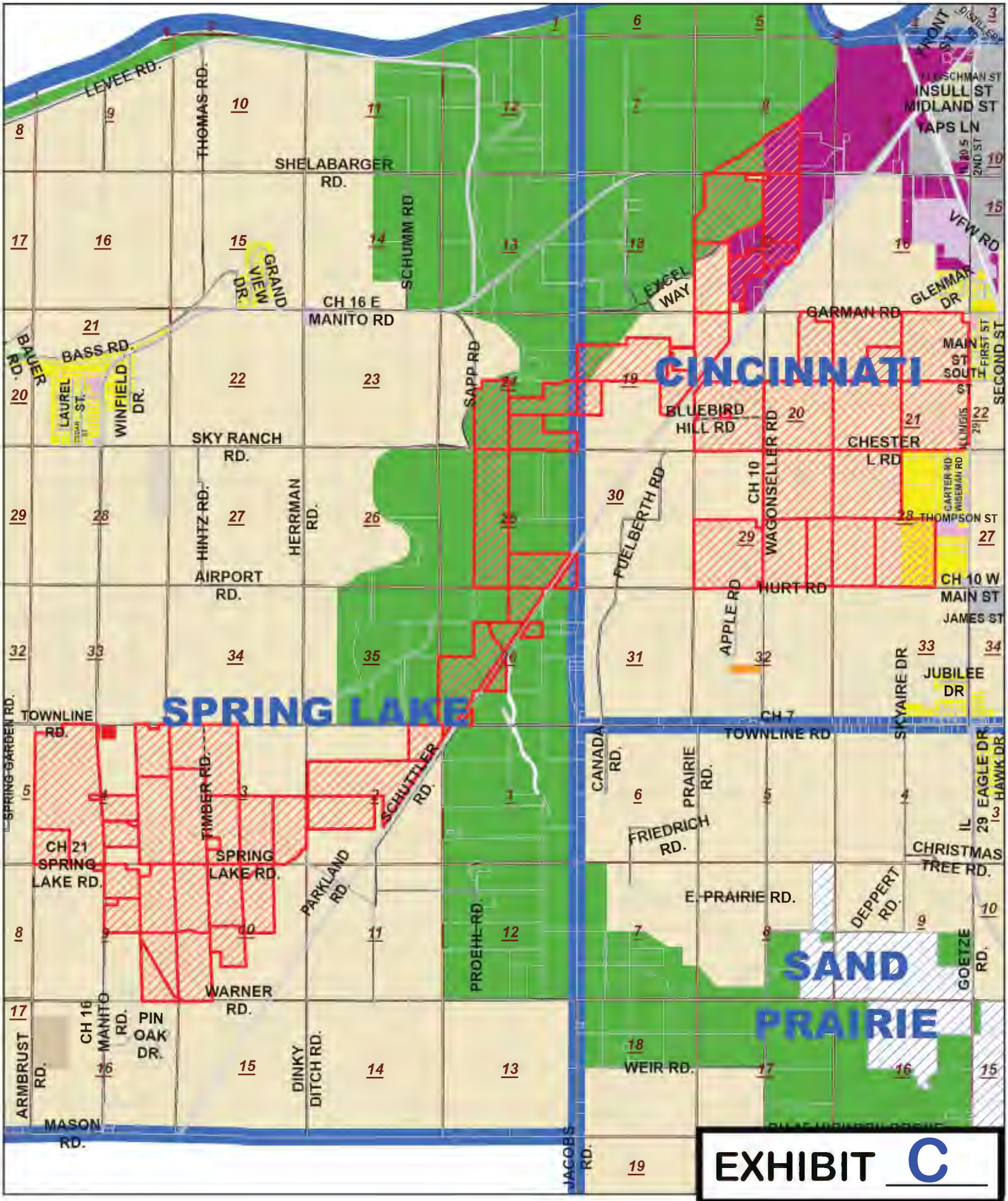
_____
Chairman
Tazewell County Board

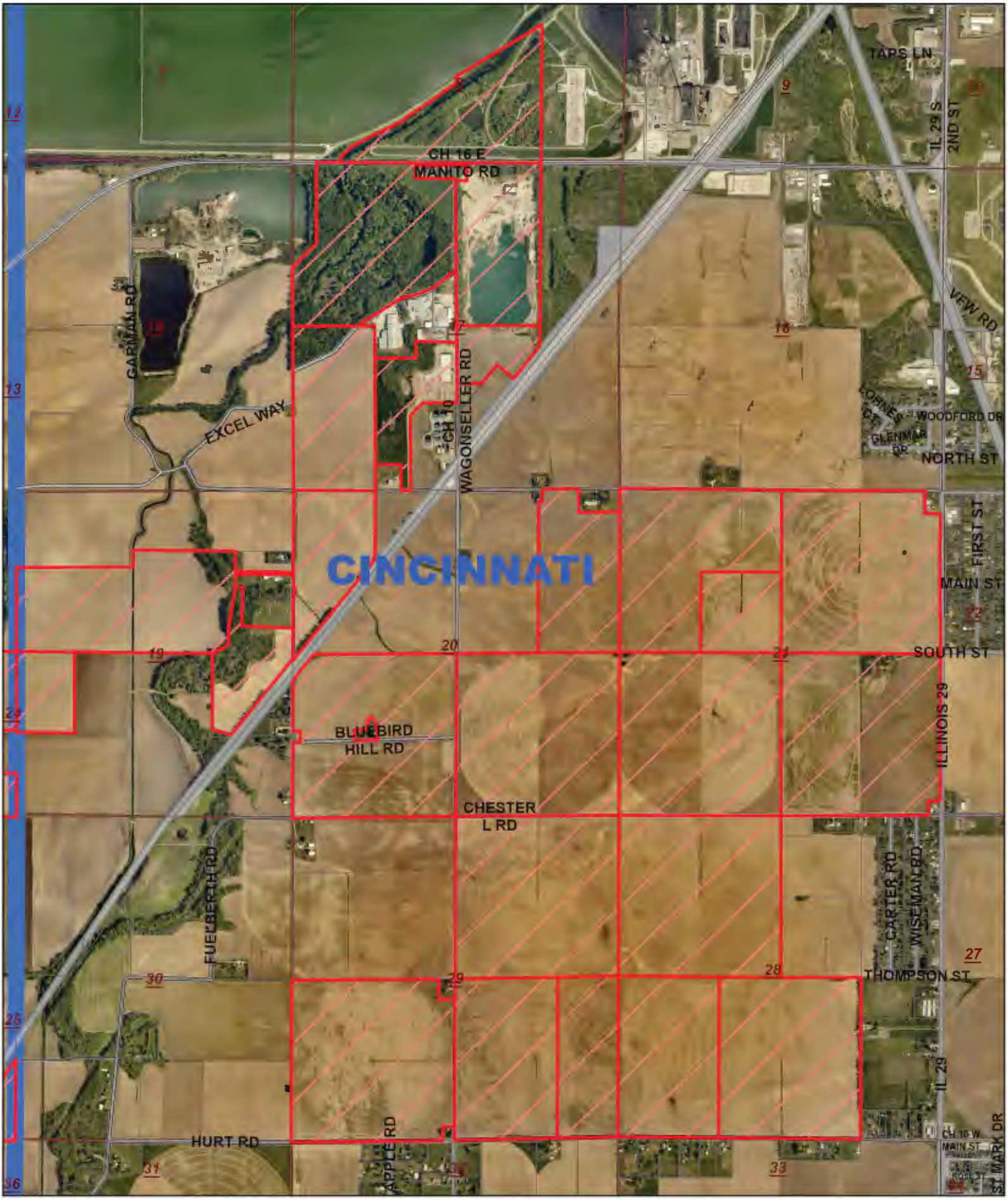
ATTEST:

_____
County Clerk
Tazewell County, Illinois


CINCINNATI
TAPS LN
2ND ST
IL 29 S
CH 16 E
MANITO RD
VFW RD
GARMAN RD
EXCEL WAY
CH 10
WAGONSELLER RD
LOHNES CT
WOODFORD DR
GLENMAR DR
NORTH ST
FIRST ST
MAIN ST
SOUTH ST
ILLINOIS 29
BLUEBIRD HILL RD
CHESTER L RD
FUELBERTH RD
CARTER RD
WISEMAN RD
THOMPSON ST
IL 29
HURT RD
APPLE RD
CH 10 W
MAIN ST
ST MARK DR
7
10
12
18
17
16
15
13
19
20
21
22
24
30
29
28
27
35
31
32
33
36
N
Zoning
District
AG Area
32
A-1
A-2
C-1
C-2
CITY
CONS
EXHIBIT A

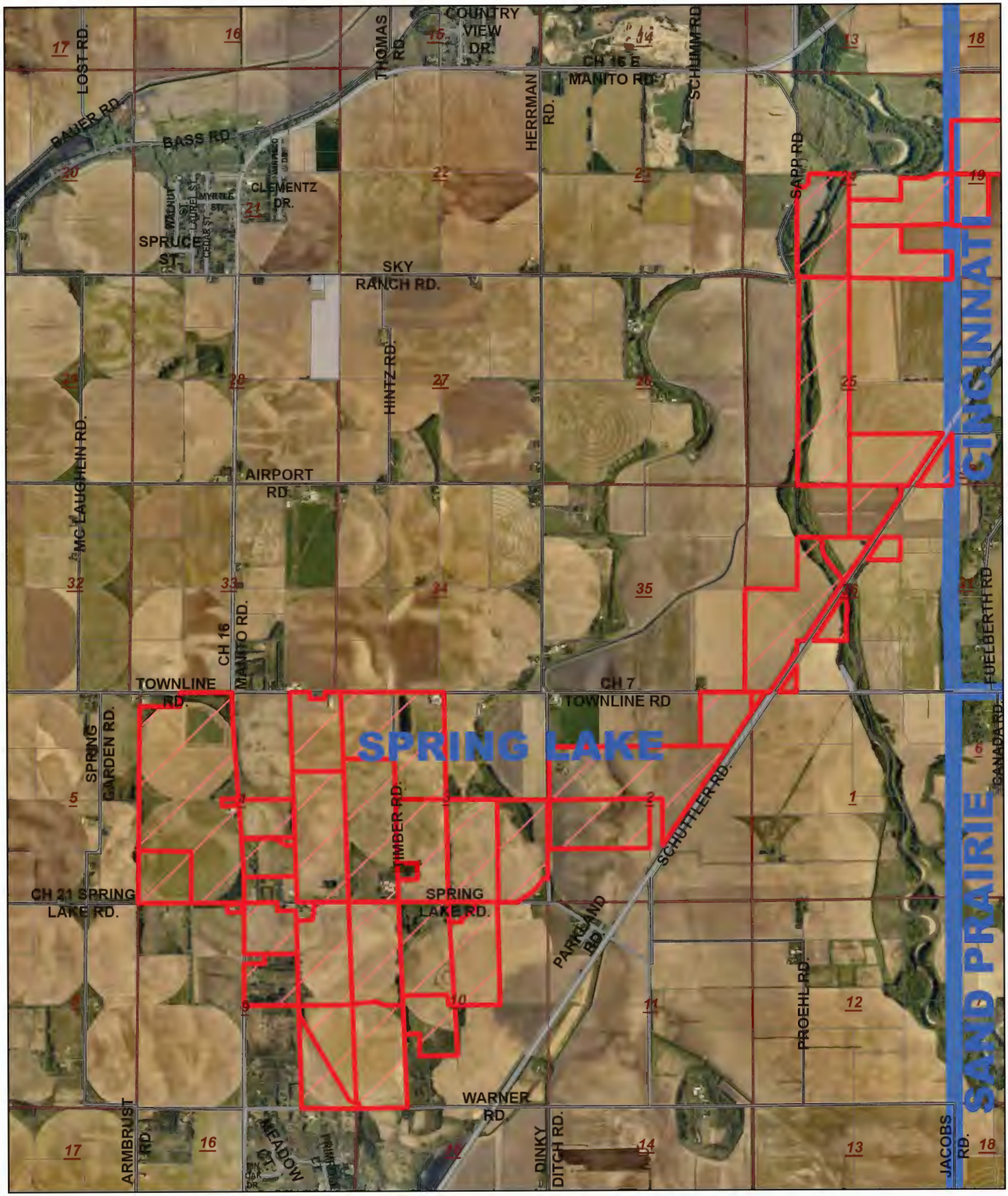

SPRING LAKE
CINCINNATI
SAND PRAIRIE
LOST RD.
BAUER RD.
BASS RD.
THOMAS RD.
COUNTRY VIEW DR.
CH 16 E MANITO RD
HERRMAN RD.
SCHUMM RD.
SAPP RD.
CLEMENTZ DR.
WALNUT ST.
LAUREL ST.
MYRTLE ST.
CEDAR ST.
WINFIELD DR.
SPRUCE ST.
SKY RANCH RD.
HINTZ RD.
MC LAUGHLIN RD.
AIRPORT RD.
CH 16 MANITO RD.
TOWNLINE RD.
CH 7 TOWNLINE RD
FUELBERTH RD.
CANADA RD.
SPRING GARDEN RD.
TIMBER RD.
SCHUETTLER RD.
CH 21 SPRING LAKE RD.
SPRING LAKE RD.
PARKLAND RD.
PROEHL RD.
WARNER RD.
ARMBRUST RD.
MEADOW CT.
PRIMROSE CT.
PIN OAK DR.
DINKY DITCH RD.
JACOBS RD.
N
Zoning District
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
EXHIBIT B


CINCINNATI
SPRING LAKE
SAND PRAIRIE
LEVEE RD.
THOMAS RD.
SHELABARGER RD.
SCHUMM RD
GRAND VIEW DR.
CH 16 E MANITO RD
BASS RD.
BAUER RD.
LAUREL ST.
WINFIELD DR.
SKY RANCH RD.
HINTZ RD.
HERRMAN RD.
AIRPORT RD.
SAPP RD
EXCEL WAY
VFW RD
GLENMAR DR
GARMAN RD
MAIN ST
FIRST ST
SECOND ST
SOUTH ST
BLUEBIRD HILL RD
CHESTER L RD
FUELBERTH RD
CH 10
WAGONSELLER RD
CARTER RD
WISEMAN RD
THOMPSON ST
HURT RD
APPLE RD
CH 10 W
MAIN ST
JAMES ST
SKYAIRE DR
JUBILEE DR
TOWNLINE RD.
SPRING GARDEN RD.
TIMBER RD.
SCHUTTLER RD.
CH 21 SPRING LAKE RD.
SPRING LAKE RD.
PARKLAND RD.
WARNER RD.
PRODEHL RD.
CH 16 MANITO RD.
PIN OAK DR.
ARMBRUST RD.
DINKY DITCH RD.
MASON RD.
CH 7 TOWNLINE RD
CANADA RD.
PRAIRIE RD.
FRIEDRICH RD.
E. PRAIRIE RD.
DEPPERT RD.
CHRISTMAS TREE RD.
EAGLE DR
HAWK DR
GOETZE RD.
WEIR RD.
JACOBS RD.
INSULL ST
MIDLAND ST
TAPS LN
2ND ST
TYLER SCHMAN ST
N
Zoning District
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R
EXHIBIT C


CINCINNATI
CH 16 E
MANITO RD
TAPS LN
IL 29 S
2ND ST
VFW RD
GARMAN RD
EXCEL WAY
CH 10
WAGONSELLER RD
LORNES CT
WOODFORD DR
GLENMAR DR
NORTH ST
FIRST ST
MAIN ST
SOUTH ST
ILLINOIS 29
BLUEBIRD HILL RD
CHESTER L RD
FUELBERTH RD
CARTER RD
WISEMAN RD
THOMPSON ST
IL 29
HURT RD
APPLE RD
CH 16 W
MAIN ST
ST MARK DR
12
13
24
25
36
19
20
21
22
27
28
29
30
31
33

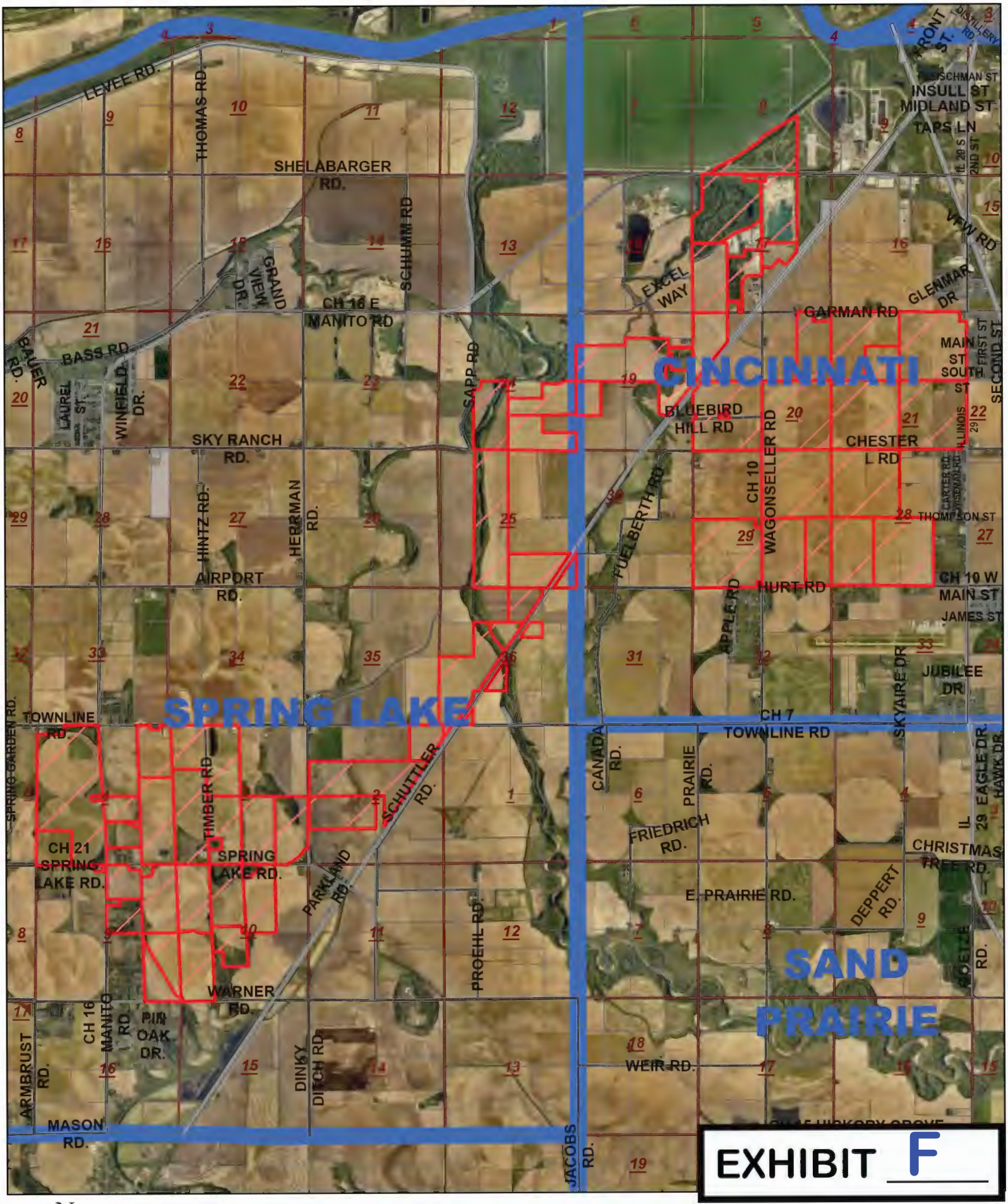
N

EXHIBIT D


SPRING LAKE
SAND PRAIRIE
CINCINNATI
LOST RD.
BAUER RD.
BASS RD.
THOMAS RD.
COUNTRY VIEW DR.
HERRMAN RD.
CH 16 E
MANITO RD.
SCHUMM RD.
SAPP RD.
CLEMENTZ DR.
WALNUT ST.
LAUREL ST.
MYRTLE ST.
CEDAR ST.
SPRUCE ST.
SKY RANCH RD.
HINTZ RD.
MC LAUGHLIN RD.
AIRPORT RD.
CH 16
MANITO RD.
TOWNLINE RD.
CH 7
TOWNLINE RD
FUELBERTH RD
SPRING GARDEN RD.
TIMBER RD.
SCHUTTLER RD.
CANADA RD.
CH 21 SPRING LAKE RD.
SPRING LAKE RD.
PARKLAND RD.
PROEHL RD.
WARNER RD.
ARMBRUST RD.
MEADOW CT.
DINKY DITCH RD.
JACOBS RD.
16
15
14
13
18
17
20
21
22
23
19
28
27
26
25
29
32
33
34
35
36
31
5
4
3
2
1
6
8
9
10
11
12
17
16
15
14
13
18

N

EXHIBIT E


CINCINNATI
SPRING LAKE
SAND PRAIRIE
LEVEE RD.
THOMAS RD.
SHELABARGER RD.
SCHUMM RD
GRAND VIEW DR.
CH 16 E MANITO RD
BASS RD.
BAUER RD.
LAUREL ST.
WINFIELD DR.
SKY RANCH RD.
HINTZ RD.
HERRMAN RD.
AIRPORT RD.
SAPP RD.
EXCEL WAY
GARMAN RD
GLENMAR DR
VFW RD
INSULL ST
MIDLAND ST
TAPS LN
FRONT ST.
DISTILLERY RD
SCHMAN ST
2ND ST
MAIN ST SOUTH ST
FIRST ST
SECOND ST
BLUEBIRD HILL RD
CHESTER L RD
WAGONSELLER RD
CH 10
FUELBERTH RD
THOMPSON ST
HURT RD
APPLE RD
CH 10 W MAIN ST
JAMES ST
JUBILEE DR
SKYAIRE DR
CH 7 TOWNLINE RD
TOWNLINE RD.
SPRING GARDEN RD.
TIMBER RD.
SCHUTTLER RD.
CANADA RD.
PRAIRIE RD.
FRIEDRICH RD.
IL 29
EAGLE DR.
HAWK DR.
CHRISTMAS TREE RD.
CH 21 SPRING LAKE RD.
SPRING LAKE RD.
PARKLAND RD.
PROEHL RD.
E. PRAIRIE RD.
DEPPERT RD.
WARNER RD.
CH 16 MANITO RD.
PIN OAK DR.
DINKY DITCH RD.
ARMBRUST RD.
WEIR RD.
MASON RD.
JACOBS RD.
EXHIBIT F
N

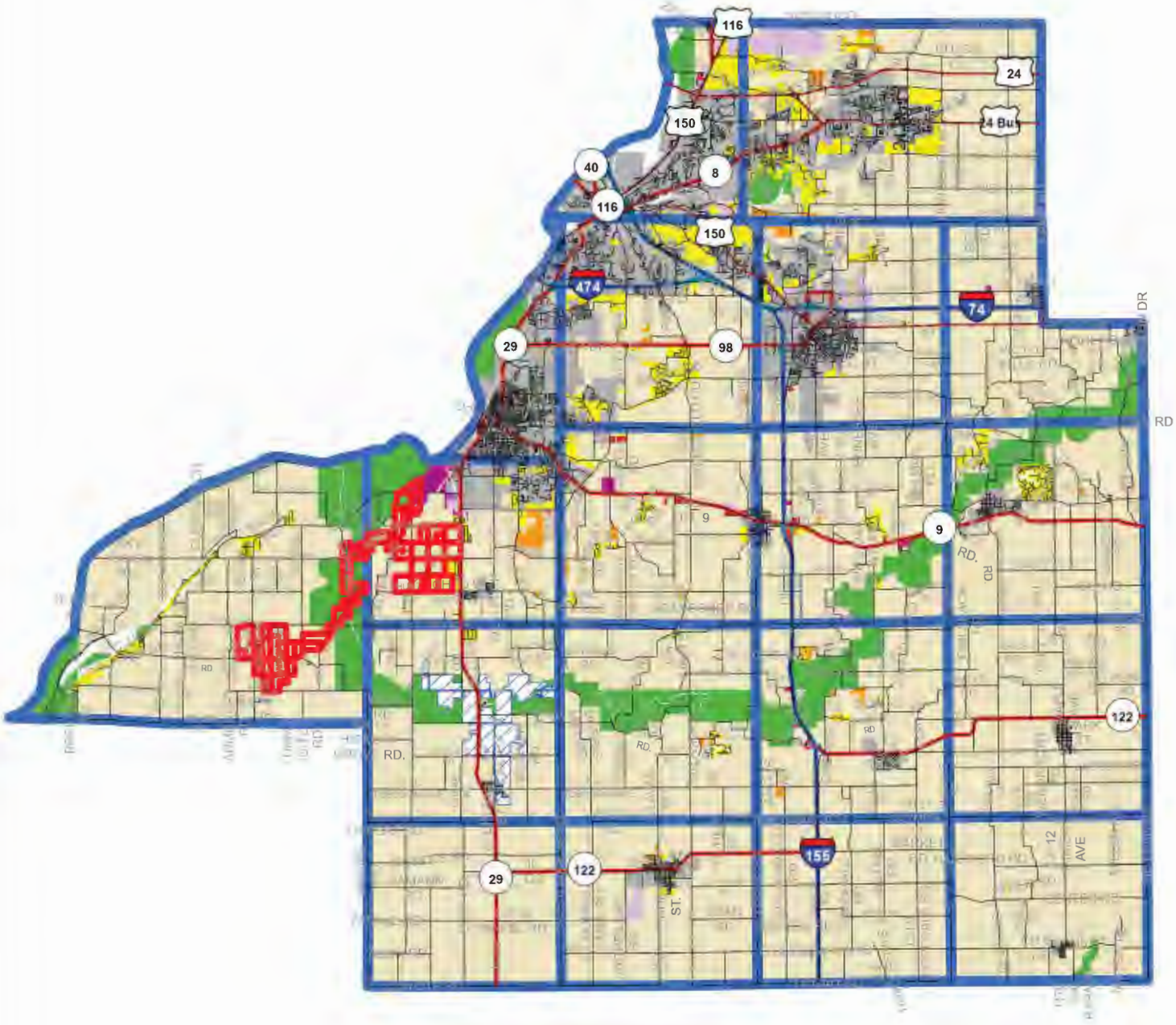


EXHIBIT G

N

Zoning District 38

AG Area

A-1 C-2 I-1 R-2

A-2 CITY I-2 R-R

C-1 CONS R-1

COMMITTEE REPORT
LU-26-16
(ZBA Case No. 26-47-S)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee does hereby recommend approval of the following resolution:

RE: Approval of Special Use Lumina Energy Storage, LLC.

R E S O L U T I O N

WHEREAS, the County of Tazewell has enacted Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code; and

WHEREAS, said ordinance requires a Special Use for a 300 Mega Watt Energy Storage System Facility in the "A-1" Agriculture Preservation District; and

WHEREAS, a public hearing on said Special Use was held before the Zoning Board of Appeals (ZBA) on November 4, 2026 and November 5, 2026 in Case No. 26-47-S; and

WHEREAS, the ZBA deliberated its decision on November 5, 2026 and voted to recommend ***DENIAL*** of the Special Use; and

WHEREAS, your Land Use Committee met on November 9, 2026 to consider the application, report of the ZBA, the recommendation of the Community Development Administrator and Land Use Planner; and

WHEREAS, your Land Use Committee voted to recommend ***DENIAL*** of the Special Use with findings as established by the ZBA;

WHEREAS, the County Board has reviewed; the report of the ZBA, the recommendation of the Land Use Committee, and the recommendation of Community Development Administrator and Land Use planner; and

NOW THEREFORE BE IT RESOLVED, that the County Board **APPROVE** this resolution and the petitioner's request for Special Use Case. No. 26-47-S with the finding of fact as provided by the ZBA/Land Use Committee.

BE IT FURTHER RESOLVED that the County Clerk notify Jaclynn Workman, Community Development Administrator of this action;

Adopted this _____ day of _____, 20_____.

ATTEST: _____
Tazewell County Board Chairman

_____
Tazewell County Clerk

**AN ORDINANCE GRANTING A SPECIAL USE
UNDER THE PROVISIONS OF TITLE XV,
CHAPTER 157, ZONING CODE OF TAZEWELL COUNTY
ON PETITION OF LUMINA ENERGY STORAGE, LLC**

(Zoning Board Case No. 26-47-S)

WHEREAS, a petition has been filed with Tazewell County, Illinois, by Lumina Energy Storage, LLC for a Special Use to allow the construction of 300 Mega Watt Energy Storage System Facility located in A-1 Agriculture Preservation District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No 26-47-S was held by the Tazewell County Zoning Board of Appeals on November 4, 2026 with deliberations on November 5, 2026, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending DENIAL; and

WHEREAS, said report of the Zoning Board of Appeals contained the following findings of fact:

1. *The Special Use shall, in all other respects, conform to the applicable regulations of the Tazewell County Zoning Ordinance for the district in which it is located.*

   (POSITIVE) The A-1 Zoning District has specific setback and height requirements as stated in the Tazewell County Zoning Code. If approved, the proposed energy storage system will be reviewed against the Tazewell Zoning Code through the building permit process to verify that the development meets all applicable standards in the A-1 Zoning District.

2. *The Special Use will be consistent with the purposes, goals, objectives, and standards of the officially adopted County Comprehensive Land Use Plan and these regulations or of any officially adopted Comprehensive Plan of a municipality within a 1.5-mile planning jurisdiction.*

(POSITIVE) The proposed special use is not within 1.5 miles of a municipality with an adopted Comprehensive Plan. Energy storage systems are not discussed within the Tazewell County Comprehensive Plan as they are a use that is relatively recent. Still it is found that the proposal is consistent with the plan's strategy of allowing for supplemental uses to supplement farm income and support the viability of farms. The request would also keep the subject parcel as an intact agricultural property which could return to agricultural usage following the decommissioning of the project. The proposed special use is consistent with the following policies of the Tazewell County Comprehensive Plan:

- Minimize conflict between land uses
- Allow for supplemental uses to supplement farm income and support the financial viability of farms.

3. *The petitioner has provided the information required by 7TCC1-25(c) and has demonstrated the ability to complete the proposal shown in 7TCC1-25(c)(1)-(10) and has met those items required by the statements described in TCC1-25(c)(9).*

   (POSITIVE) Per the application, the requirements of Article 25 of the Tazewell County Zoning Code have been met.

4. *The site shall be so situated as to minimize adverse effects, including visual impacts on adjacent properties.*

   (POSITIVE) The proposed energy storage system is situated near an existing substation with a few residences to the north and east. The application showcases berms to shield view of the proposed energy storage system from nearby residences. Staff is concerned there are a few areas where proposed structures may not be shielded from view and recommend the applicant collaborate with the Community Development Department at building permit review to minimize further any visibility of structures from nearby residences. Another condition to reduce any visual impacts is to minimize lighting both in volume and height to the greatest extent possible to reduce light trespass on to adjacent properties.

5. *The establishment, maintenance or operation of the Special Use shall not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the neighboring vicinity.*

   (**NEGATIVE**) The nearby residents rely on surface water as their potable water source and the facility site will require the re-routing of a tile that directly serves a pond from which the water is taken. This re-routing will direct the water to the northern pond, from which water drawn from when the southern pond becomes low and needs replenished.

6. *The Special Use shall not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted.*

   (**NEGATIVE**) Should water run off from the site contaminate the ponds, it would not only impact the drinking water but also have the ability to impact the use of the ponds for general recreation such as fishing and swimming.

7. *The Special Use shall not substantially diminish and impair property value within the neighborhood.*

   (**NEGATIVE**) A negative impact to the water resource that serves the residences would likely have a negative impact on their property values.

8. *Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.*

   (POSITIVE) The application identifies utilities, access roads, and other necessary features for energy storage system. The road commissioner will need to approve the proposed access on to Broadway St.

9. *Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on the public streets.*

(POSITIVE) The proposed access to the subject property is off of Broadway Street which the road commissioner will need to approve. The proposed energy storage system will likely cause a temporary increase to traffic during construction but should have little to no impact on traffic afterward. Based on these considerations, this finding is judged to be positive.

10. *The evidence establishes that granting the use, which is located one-half mile or less from a livestock feeding operation, will not increase the population density around the livestock feeding operation to such levels as would hinder the operation or expansion of such operation.*

    (POSITIVE) Not applicable.

11. *Evidence presented establishes that granting the use, which is located more than one half mile from a livestock feeding operation, will not hinder the operation or expansion of such operation.*

    (POSITIVE) Once operational, an energy storage system is a low intensity use and will not hinder the operation or expansion of a livestock feeding operation within a one half mile of the subject property.

12. *Seventy-five percent (75%) of the site contains soils having a productivity index of less than 125.*

    (**NEGATIVE**) The portion of the subject property that is proposed to be developed upon contains two soil types which are both rated above 125. The proposal would remove agricultural land that is deemed to be productive from operation. The energy storage system does need to be sited close to a substation of which the nearest is almost entirely surrounded by agricultural production. Also, the decommissioning plan shows that the site would be returned to a state where agricultural production could continue if desired.

    - 138 (Shiloh) - 135
    - 278 (Stronghurst) -135

13. *The Special Use is consistent with the existing uses of property within the general area of the property in question.*

    (**NEGATIVE**) Although compatible with the existing Ameren substation, energy storage facilities are not typical in rural residential settings. Adding the BESS alongside the substation is visually increasing the industrialized look of the area.

14. *The property in question is suitable for the Special Use as proposed.*

    (POSITIVE) Given the reasons stated above, the subject property is suitable for the requested special use.

which findings of fact are hereby _____ by the County Board as the reason for _____ the Special Use request.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Lumina Energy Storage, LLC for a Special Use to allow the construction of a 300 Mega Watt Energy Storage System Facility located in A-1 Agriculture Preservation District on the following described property:

> Current Owner of Property: Robert D. & Angela D. Wildermuth, Trustee of the Robert D. & Angela D. Wildermuth Living Trust, 16783 Springfield Rd., Pekin, IL.
>
> Currently a part of P.I.N. 11-11-03-200-022; approximated 25.5 +/- acres utilized of a 45.81 +/- acre parcel located in part of the N ½ of the NE ¼ of Sec 3, T24N, R4W of the 3rd PM, Elm Grove Twp., Tazewell Co., IL;

located immediately East and adjacent to 4702 Broadway Rd. (Co. Hwy. 19), Pekin, IL. is hereby granted.

SECTION II. The Community Development Administrator of Tazewell County is hereby authorized and directed to issue any permit for said Special Use.

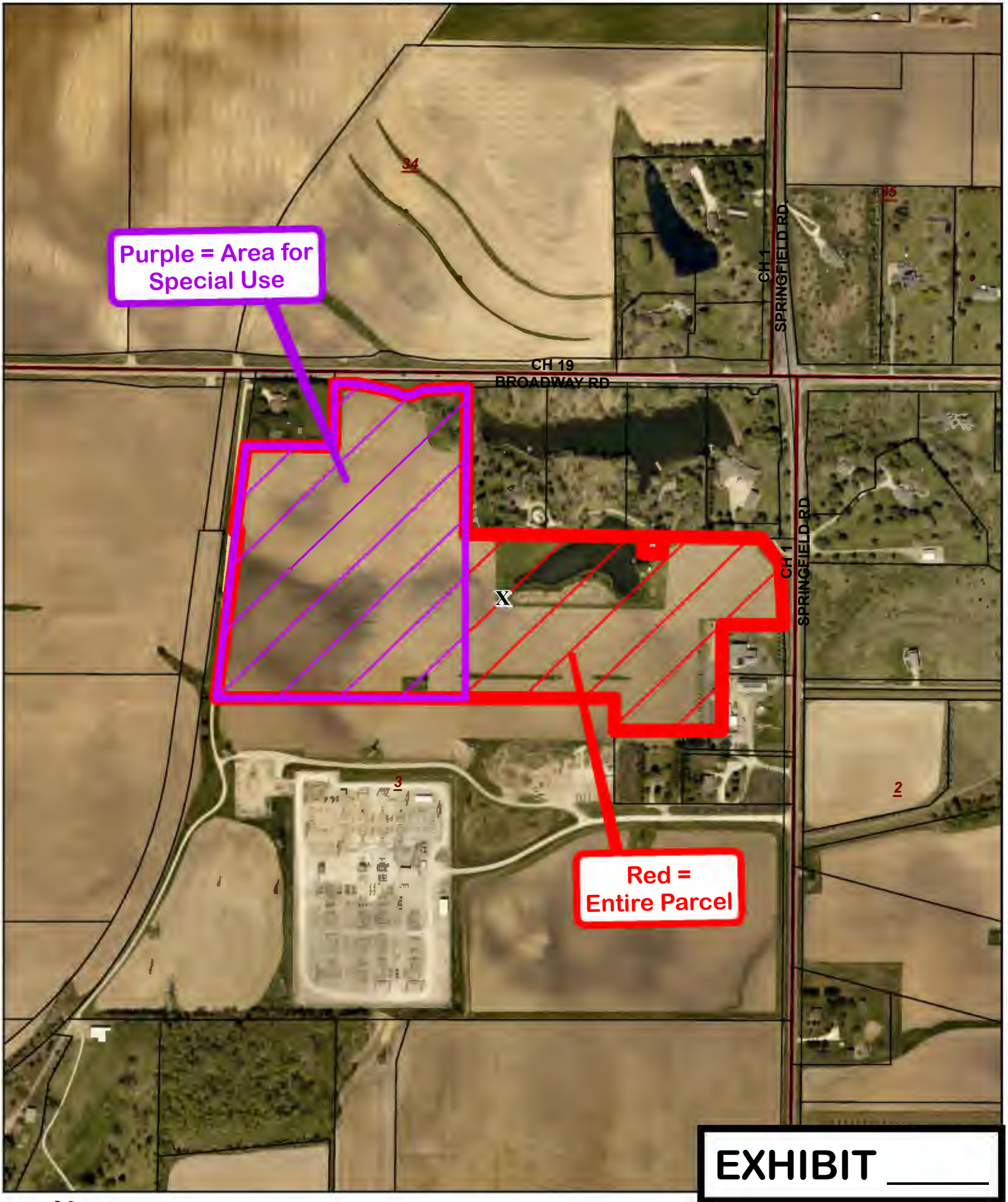
PASSED AND ADOPTED this _____ day of _____, 20_____.

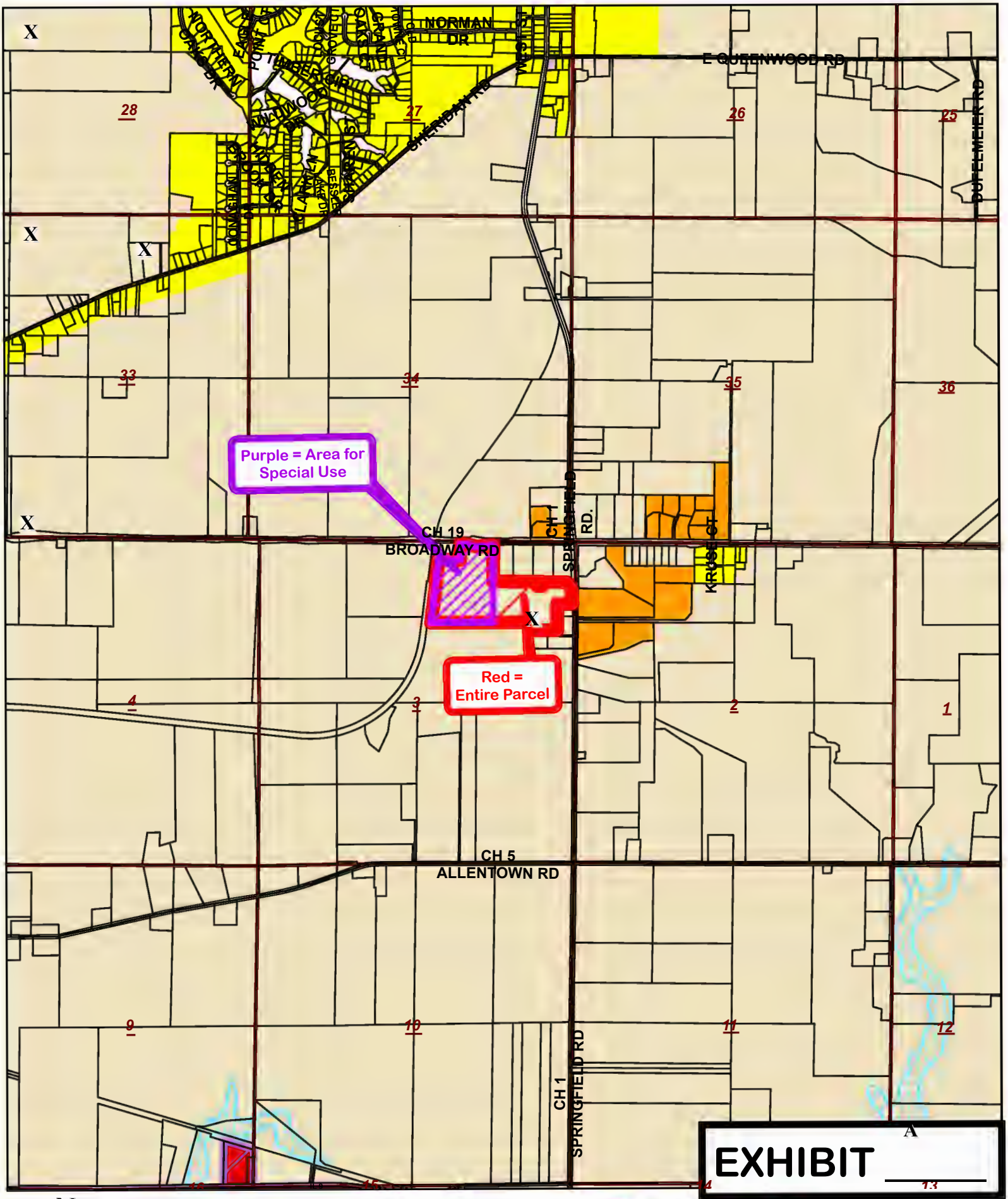
Ayes _____ Nays _____ Absent _____

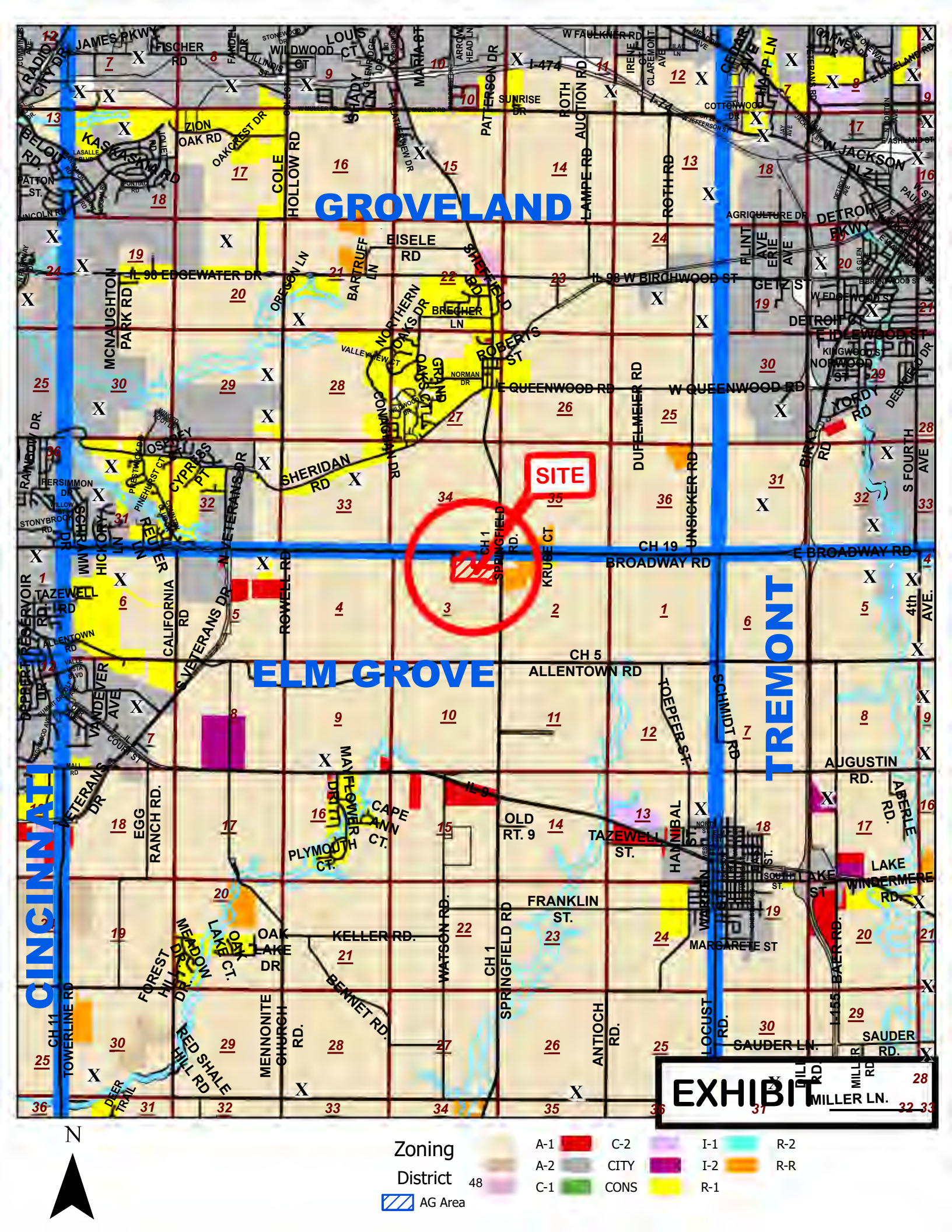
_____
Chairman
Tazewell County Board

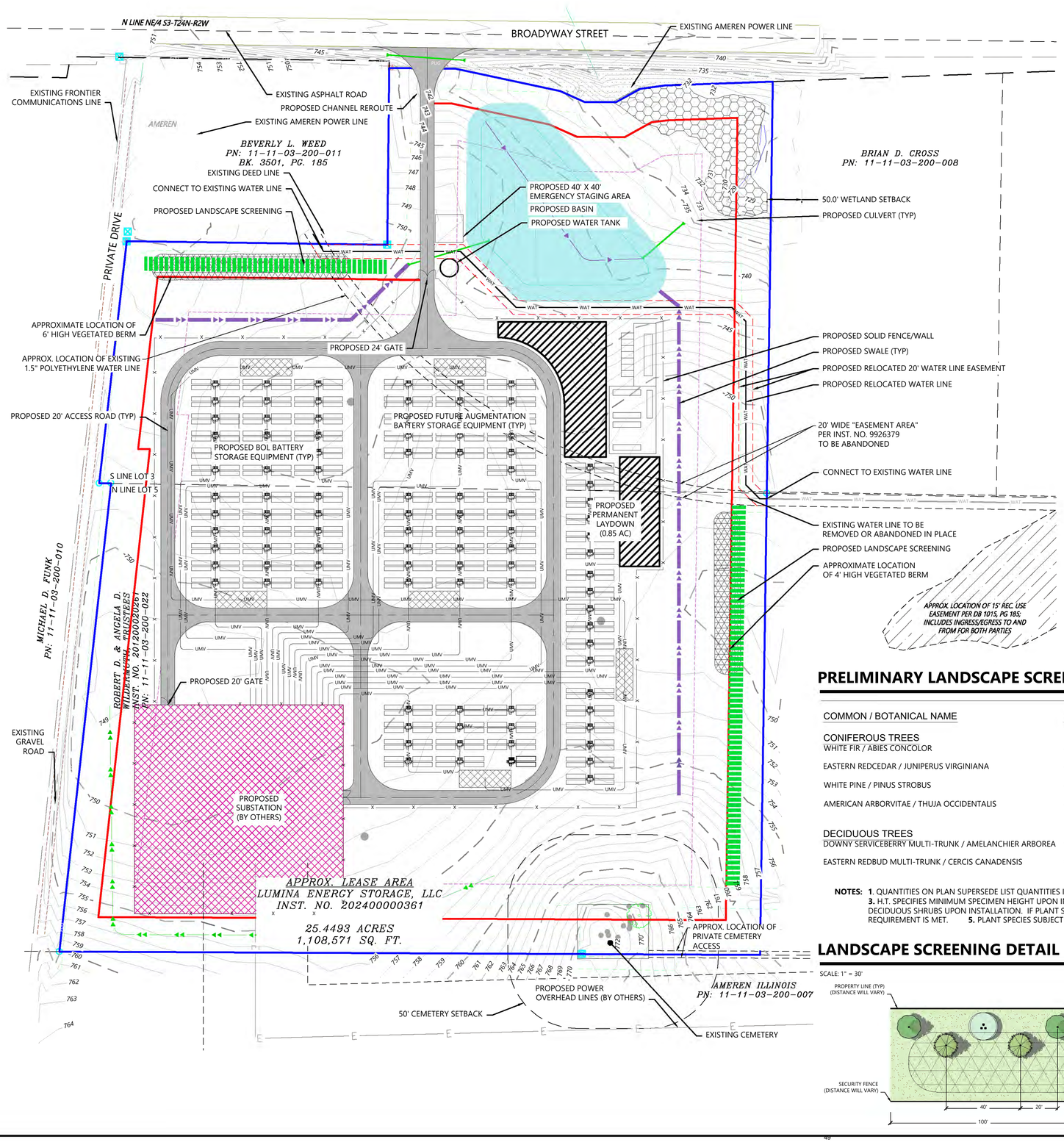
ATTEST:

_____
County Clerk
Tazewell County, Illinois


Purple = Area for Special Use
Red = Entire Parcel
CH 19
BROADWAY RD
CH 1
SPRINGFIELD RD
CH 1
SPRINGFIELD RD
34
35
3
2
X
EXHIBIT _____
N


NORMAN DR
E QUEENWOOD RD
SHERIDAN RD
DUFFELMEIER RD
Purple = Area for Special Use
CH 19
BROADWAY RD
CH 1
SPRINGFIELD RD.
KRUST CT
Red = Entire Parcel
CH 5
ALLENTOWN RD
CH 1
SPRINGFIELD RD
28
27
26
25
33
34
35
36
4
3
2
1
9
10
11
12
EXHIBIT A
N
Zoning
District
AG Area
47
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R


GROVELAND
ELM GROVE
TREMONT
CINCINNATI
SITE
EXHIBIT
JAMES PKWY
FISCHER RD
WILDWOOD CT
LOUIS CT
I-474
W FAULKNER RD
SUNRISE DR
ROTH
AUCTION RD
PATTERSON DR
CEDAR AVE
HAPP LN
COTTONWOOD DR
W JACKSON PLZ
ZION OAK RD
OAKCREST DR
COLE
HOLLOW RD
KASKASKIA RD
BELOIT RD.
PATTON ST.
LINCOLN RD
LAMPE RD
ROTH RD
AGRICULTURE DR
DETROIT PKWY
FLINT AVE
ERIE AVE
EISELE RD
BARTRUFF LN
STEINFIELD RD
IL 98 EDGEWATER DR
IL 98 W BIRCHWOOD ST
GETZ ST
MCNAUGHTON PARK RD
OREGON LN
NORTHERN OAKS DR
BRECHER LN
ROBERTS ST
DETROIT CT
E IDLEWOOD ST
KINGWOOD ST
NORWOOD ST
E QUEENWOOD RD
W QUEENWOOD RD
DUFELMEIER RD
YORDY RD
DEERWOOD DR
BIRCH RD
S FOURTH AVE
OSPREY LN
CYPRESS PT
SHERIDAN RD
CONGRESS DR
GRAND OAKS CT
NORMAN DR
VALLEY VIEW CT
RANDOW DR.
PERSIMMON DR
STONYBROOK RD
SCHRAMM RD
HICKORY LN
REUTER LN
N VETERANS DR
CH 1
SPRINGFIELD RD.
KRUSE CT
CH 19
BROADWAY RD
E BROADWAY RD
UNSICKER RD
TAZEWELL RD
RESERVOIR RD
CALIFORNIA RD
ROWELL RD
S VETERANS DR
ALLENTOWN RD
CH 5
ALLENTOWN RD
DEPORT DR
VANDEVER AVE
COURT ST
MAY FLOWER DR
CAPE ANN CT.
PLYMOUTH CT.
OLD RT. 9
IL 9
TOEPFER ST.
SCHMIDT RD
AUGUSTIN RD.
ABERLE RD.
TAZEWELL ST.
HANNIBAL ST
LAKE ST
LAKE WINDERMERE RD.
EGG RANCH RD.
VETERANS DR
FRANKLIN ST.
MARGARETE ST
KELLER RD.
WATSON RD.
OAK LAKE DR
OAK LAKE CT.
MEADOW DR.
FOREST HILL DR.
BENNET RD.
MENNONITE CHURCH RD.
RED SHALE HILL RD
DEER TRAIL
TOWERLINE RD
CH 11
ANTIOCH RD.
LOCUST RD.
I-155
BAER RD.
SAUDER LN.
SAUDER RD.
MILLER RD
MILLER LN.
N
Zoning
District
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R



LEGEND:

- PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- LOT LINE
- 50' BUILDABLE LIMITS
- EX. EASEMENT LINE
- EX. INDEX CONTOUR
- EX. INTERVAL CONTOUR
- EX. POWER BOX
- EX. OVERHEAD POWER LINE
- EX. WATER LINE
- EX. WETLAND
- EX. 50' WETLAND SETBACK
- EX. DEED LINE
- EX. ASPHALT ROAD
- EX. GRAVEL ROAD
- PROPOSED EASEMENT LINE
- PROPOSED 100' BATTERY SETBACK LINE
- PROPOSED DRAINAGE BASIN
- PROPOSED CULVERT
- PROPOSED SUBSTATION
- PROPOSED SOLID FENCE/WALL
- PROPOSED AUX AREA
- PROPOSED SWALE
- PROPOSED BERM
- PROPOSED UNDERGROUND MV LINE
- PROPOSED LAYDOWN
- PROPOSED WATER LINE
- PROPOSED LANDSCAPE SCREENING

TAZEWELL RENEWABLE ENERGY ORDINANCE

A. ENERGY STORAGE SYSTEM FACILITY
5. VEGETATIVE SCREENING. ALTHOUGH NOT REQUIRED, IT IS RECOMMENDED THAT THE OWNER PROVIDE VEGETATIVE SCREENING SIMILAR TO THAT OF THE SOLAR REQUIREMENT TO LESSEN THE VISUAL IMPACT OF THE FACILITY TO NONPARTICIPATING LANDOWNERS AND THE GENERAL PUBLIC.

LANDSCAPE SCREENING INTENT & SELECTION

THE PROPOSED PLANS INCLUDE STRATEGICALLY PLACED VEGETATIVE LANDSCAPE BUFFERS AND BERMS DESIGNED TO REDUCE DIRECT VIEWS OF THE BESS FACILITY. WHERE COMMERCIALLY PRACTICABLE, THESE BUFFERS WILL UTILIZE REGIONALLY APPROPRIATE TREES THAT ARE WELL-ADAPTED TO THE LOCAL CLIMATE WHICH ALLOWS FOR BETTER ESTABLISHMENT AND HIGHER SURVIVAL RATES. THE BUFFER DESIGN INCORPORATES A MIX OF EVERGREEN TREES FOR YEAR-ROUND VISUAL SCREENING AND MULTISTEM DECIDUOUS TREES SELECTED FOR SEASONAL INTEREST--SUCH AS FOLIAGE COLOR, FLOWERING, AND FRUITING CHARACTERISTICS. VEGETATION WILL BE PLANTED IN SMALL GROUPINGS TO ENSURE THAT VARIOUS AESTHETIC FEATURES ARE VISIBLE THROUGHOUT THE YEAR. IN ADDITION TO VISUAL SCREENING, THE PLANTINGS OFFER ECOLOGICAL BENEFITS BY SUPPORTING POLLINATORS AND PROVIDING FORAGE, SHELTER, AND OVERWINTERING HABITAT FOR LOCAL WILDLIFE. AS THE PLANTINGS MATURE, THEY WILL FORM A DENSE, NATURAL HEDGE THAT ENHANCES BOTH FUNCTIONAL AND ENVIRONMENTAL PERFORMANCE.

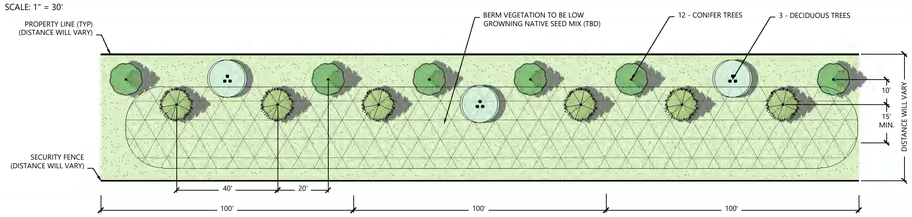
PRELIMINARY LANDSCAPE SCREENING PLANTING SCHEDULE

COMMON / BOTANICAL NAME	SIZE	SPACING	MATURE SIZE	NATIVE TO IL	SOIL TOLERANCE
CONIFEROUS TREES					
WHITE FIR / ABIES CONCOLOR	4' - 5' HT B&B/CONT.	15'-0" O.C.	H 30-60' W 15'-25'	NATIVE	MEDIUM WELL-DRAINED SOILS; DROUGHT TOLERANT
EASTERN REDCEDAR / JUNIPERUS VIRGINIANA	4' - 5' HT B&B/CONT.	15'-0" O.C.	H 25'-40' W 15'-25'	NATIVE	DRY TO MEDIUM WELL DRAINED SOILS; DROUGHT TOLERANT
WHITE PINE / PINUS STROBUS	4' - 5' HT B&B/CONT.	15'-0" O.C.	H 50'-70' W 10'-20'	NATIVE	DRY TO MEDIUM WELL DRAINED SOILS; DROUGHT TOLERANT
AMERICAN ARBORVITAE / THUJA OCCIDENTALIS	4' - 5' HT B&B/CONT.	15'-0" O.C.	H 25'-40' W 10'-15'	NATIVE	MEDIUM WELL-DRAINED SOILS; MODERATE DROUGHT TOLERANT
DECIDUOUS TREES					
DOWNY SERVICEBERRY MULTI-TRUNK / AMELANCHIER ARBOREA	#15 CONT.	AS SHOWN	H 20-25' W 15-20'	NATIVE	MEDIUM WELL-DRAINED SOILS; DROUGHT TOLERANT
EASTERN REDBUD MULTI-TRUNK / CERCIS CANADENSIS	#15 CONT.	AS SHOWN	H 15-20' W 10-15'	NATIVE	MEDIUM WELL-DRAINED SOILS; DROUGHT TOLERANT

NOTES: **1.** QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY. **2.** B.B. SPECIFIES ROOT TYPE AS BALLED AND BURLAPPED. **3.** H.T. SPECIFIES MINIMUM SPECIMEN HEIGHT UPON INSTALLATION. **4.** #5 CONT. TO MEET MINIMUM SIZE REQUIREMENT OF 24"H OR 30"W FOR DECIDUOUS SHRUBS UPON INSTALLATION. IF PLANT SIZE UNAVAILABLE AT #5 CONT. UPSIZE CONTAINER UNTIL MINIMUM PLANT SIZE REQUIREMENT IS MET. **5.** PLANT SPECIES SUBJECT TO CHANGE BASED UPON AVAILABILITY AT TIME OF PLANTING

LANDSCAPE SCREENING DETAIL

SCALE: 1" = 30'



Know what's below. Call before you dig.

Westwood

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

PREPARED FOR:

STRATA CLEAN ENERGY

800 Taylor St, Suite 200
Durham, NC 27701

REVISIONS:

#	DATE	COMMENT	BY	CHK	APR
A	2026-09-18	ISSUED FOR REVIEW	EAC	EAC	NTM
B	2026-11-02	ISSUED FOR REVIEW	EAC	NTM	JRW

0' 80' 160' 240'

Lumina BESS

Tazewell County, Illinois

Preliminary Landscape Plan

NOT FOR CONSTRUCTION

DATE: 2026-11-02

SHEET: L-100 REV: B

a:\0008\00\05_CAD_Civil\0008\00\05\LA\01.dwg, 11/2/2026 1:17 PM Ellie Crock

NOISE SOLID FENCE/WALL VISUAL SCREENING EXAMPLES





NOTES: 25' METAL NOISE SOLID FENCE/WALL TO MEET TAZEWELL COUNTY SPECIFICATIONS. SOLID FENCE/WALL TO BE PAINTED COLOR THAT MEETS REQUIREMENTS, PRESENT NO FIRE RISK, AND CAN BE FULLY GROUNDED TO PREVENT ANY CONDUCTIVITY ISSUES THAT CONFLICT WITH THE BESS SITE. THE ABOVE 15' METAL SOLID FENCE/WALL PHOTOS ARE REPRESENTATIVE PHOTOS FOR CHARACTERISTIC AND FINISHES, 25' SOLID FENCE/WALLS REQUIRED FOR PROJECT SITE.

LANDSCAPE SCREENING PLANTING MATERIALS

White Fir



Eastern Red Cedar



White Pine



American Arborvitae



Downy Serviceberry



Eastern Redbud



Know what's **below.** **Call** before you dig.

Westwood

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.

PREPARED FOR:

STRATA CLEAN ENERGY

800 Taylor St, Suite 200
Durham, NC 27701

REVISIONS:

#	DATE	COMMENT	BY	CHK	APR
A	2026-09-18	ISSUED FOR REVIEW	EAC	EAC	NTM
B	2026-11-02	ISSUED FOR REVIEW	EAC	NTM	JRW

Lumina BESS
Tazewell County, Illinois

Preliminary Landscape Notes & Details

NOT FOR CONSTRUCTION

DATE: 2026-11-02

SHEET: L-101 REV: B

a:\0008\0008\05_CAD_Civil\0008\0008\05-LA-01.dwg, 11/2/2026 1:17 PM Ellie Clock

COMMITTEE REPORT
LU-26-17
(ZBA Case No. 26-48-Z)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 26-48-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be **ADOPTED** and the petition for said Rezoning be ***APPROVED*** by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify the Tazewell County Community Development Administrator of this action.

ADOPTED this _____ day of _____ 20___.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEWELL COUNTY
ON PETITION OF COPART OF CONNECTICUT, INC.
(Zoning Board Case No. 26-48-Z)

WHEREAS, a petition has been filed with Tazewell County, Illinois, By Copart of Connecticut, Inc. for an Amendment to the Official Cincinnati Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to an I-1 Light Industrial District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 26-48-Z as held by the Tazewell County Zoning Board of Appeals on November 4, 2026 with deliberations on November 5, 2026, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending APPROVAL; and

WHEREAS, said report to the Zoning Board of Appeals contained the following findings of fact:

1. The proposed amendment shall not be detrimental to the orderly development of Tazewell County.

   (POSITIVE) The future land use map within the Tazewell County Comprehensive Plan is intended to show the “general areas where development should occur to ensure and orderly development pattern that protects valuable sensitive lands for agriculture and environmental conservation.” The future land use map shows that the subject property is within the City of Pekin’s 1.5 mile interjurisdictional boundary. The City has identified the subject property as having a future land use of industrial in their comprehensive plan. As the proposed zoning amendment looks to change the zoning to match the future land use category, the proposal follows the orderly development pattern laid out in the Pekin Comprehensive Plan.

2. The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.

   (POSITIVE) The surrounding area sees most of the adjacent properties designated either I-

1 or I-2 including a vehicle storage facility, landscape services, and a shed building company. As there are no nearby residences or commercial properties near the subject property, an additional I-1 zoned property should not cause any new health or safety issues. As such, the proposed amendment possesses no foreseeable danger or risk to the public health, safety, morals or general welfare of Tazewell County or its residents.

3. The request is consistent with existing uses of property within the general area of the property in question.

   (POSITIVE) There are multiple properties directly adjacent to the subject property that operate light industrial business including a vehicle storage facility, landscape services, and a shed building company. As there are other examples of light industrial business operations in the immediate area, staff finds the request to be consistent with other properties in the general area.

4. The request is consistent with the zoning classifications of property within the general area of the property in question.

   (POSITIVE) There are multiple properties adjacent to the subject property that are zoned I-1 and operate light industrial businesses. Therefore, the request is consistent with zoning classifications of property within the general area of the subject property.

5. The property in question is not suitable for the uses permitted under the existing zoning classification.

   (POSITVE) The A-1 district is intended to preserve land that is best suited for agriculture. The subject property is surrounded by industrial businesses homes and does not feature productive soil types. Due to the surrounding uses and the unproductive land, the subject property is not suitable for the uses permitted under the existing zoning classification of A-1.

6. The property in question is suitable for the uses permitted under the proposed zoning classification.

   (POSITIVE) The subject property is of a size and in a location where light industrial uses would be suitable. Nearby properties have been zoned light industrial for many years and

the area is identified as industrial in the future land use map of the City of Pekin's Comprehensive Plan meaning it has been determined that the area is suitable for uses permitted I-1 district.

7. Consideration to the trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.

   (POSITIVE) There has not been much recent development in the general area of the subject property.

8. Consideration to the length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.

   (POSITIVE) A small portion of the subject property has some buildings and structures which are no longer occupied while most of the property has been left vacant after being utilized as a gravel pit.

9. Consideration to the proposed map amendment being within one and one-half miles of a municipality with an adopted Comprehensive Plan.

   (POSITIVE) The subject property is within 1.5 miles of the City of Pekin which has an adopted Comprehensive Plan. The future land use map within the plan identifies the subject property as an industrial site.

10. Consideration to the relative gain to the public as compared to the hardship imposed upon the individual property owner, should the proposed amendment be denied.

    (POSITIVE) Rezoning the property to I-1 would align the property with the future land use map as seen in the City of Pekin Comprehensive Plan as the subject property is designated as Industrial. Comprehensive Plans are generally seen as documents which serve a public benefit so this rezone would be seen as a positive in this instance. Denying the proposed rezone would keep leave the property vacant until it is developed with a use that is permitted within the A-1 zoning district.

11. Consideration to the proposed amendment being consistent with the goals, objectives, and

policies of the Comprehensive Plan.

(POSITIVE) Due to the subject property requesting to be rezoned to match the future land use category listed in the Pekin Comprehensive Plan and the below principles and strategies being met, the proposed zoning map amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- New and existing businesses and industries are willing and able to establish and maintain operations.
- Land development occurs in an orderly fashion.
- Avoid land development that occurs in isolated areas away from existing developed areas.
- Locate intensive land uses inappropriate areas where their impacts do not harm other land uses.

which findings of fact are hereby **ADOPTED** by the County Board as the reason for **APPROVING** the Rezoning request.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Copart of Connecticut, Inc. for a Map Amendment to change the official zoning maps of Cincinnati Township from an A-1 Agriculture Preservation District to an I-1 Light Industrial District on the following described property:

P.I.N. 10-10-15-303-006, an approximate 30.03 +/- acre parcel; and

P.I.N. 10-10-15-303-005, an approximate 15 +/- acre parcel;

all situated in a part of the SW ¼ of Sec 15, T24N, R5W of the 3rd P.M., Cincinnati Twp., Tazewell Co., IL;

located immediately West and adjacent to 350 Veterans Dr., Pekin, IL., is hereby granted.

SECTION II. This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this _____day of _____, 2026.

Ayes _____ Nays _____ Absent _____

_____
Chairman, County Board
Tazewell County, Illinois

ATTEST:

_____
County Clerk
Tazewell County, Illinois

© 2026 Westwood Professional Services, Inc



Know what's below. Call before you dig.

SITE LEGEND

- ROCK BALLAST SURFACING
- PAVING
- 100-YR FEMA FLOODPLAIN
- FEMA FLOODWAY

SITE DEVELOPMENT SUMMARY

EXISTING ZONING:	A-1, AGRICULTURAL PRESERVATION
PROPOSED ZONING	I-1, LIGHT INDUSTRIAL
PARCEL NUMBER:	10-10-10-303-006, 10-10-15-303-005
PROPERTY AREA:	45.42 AC
ESTIMATED NET ACREAGE:	26.6 AC
ESTIMATED USABLE ACREAGE:	23.2 AC
ESTIMATED STORAGE ACREAGE:	23.2 AC

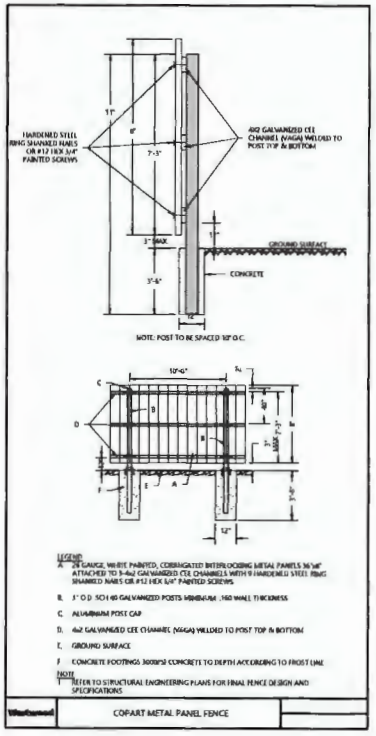
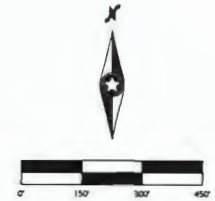


EXHIBIT A

57



NOT FOR CONSTRUCTION

THIS PLAN IS FOR CONCEPTUAL AND DISCUSSION PURPOSES ONLY

COPART PEKIN, IL 45AC

N:\20080319.00\06 CAD\ProjSite Design\Figures\Concept\20080319.00-C-2601.dwg

DESIGNED	
CHECKED	
DRAWN	
HORIZONTAL SCALE	150'
VERTICAL SCALE	

INITIAL ISSUE	5/13/2026
REVISIONS	

PREPARED FOR: Copart

COPART PEKIN, IL 45AC

CINCINNATI TOWNSHIP, IL

Westwood

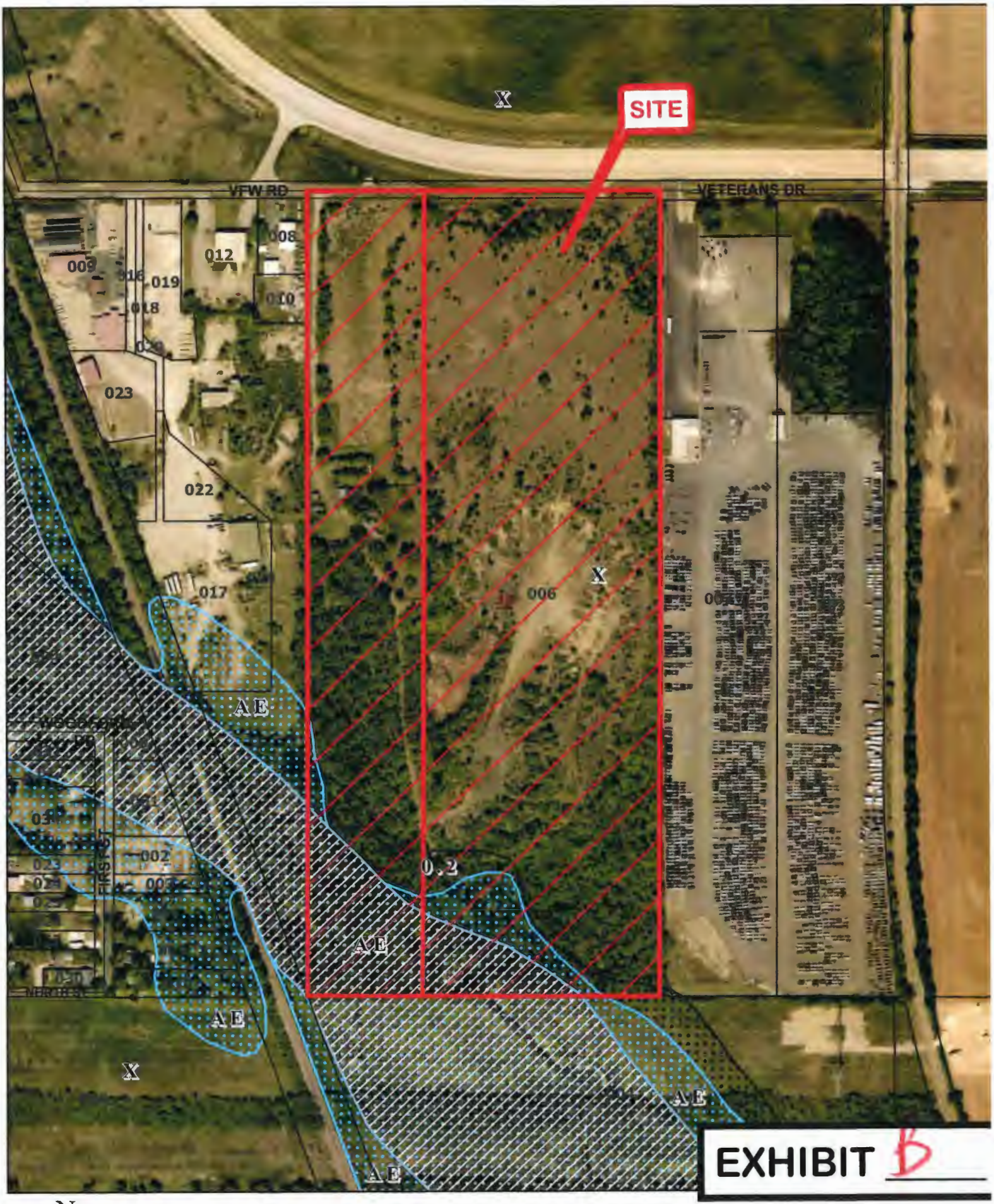
Phone (508) 353-8666
Fax (508) 366-2601
Toll Free (888) 270-8705

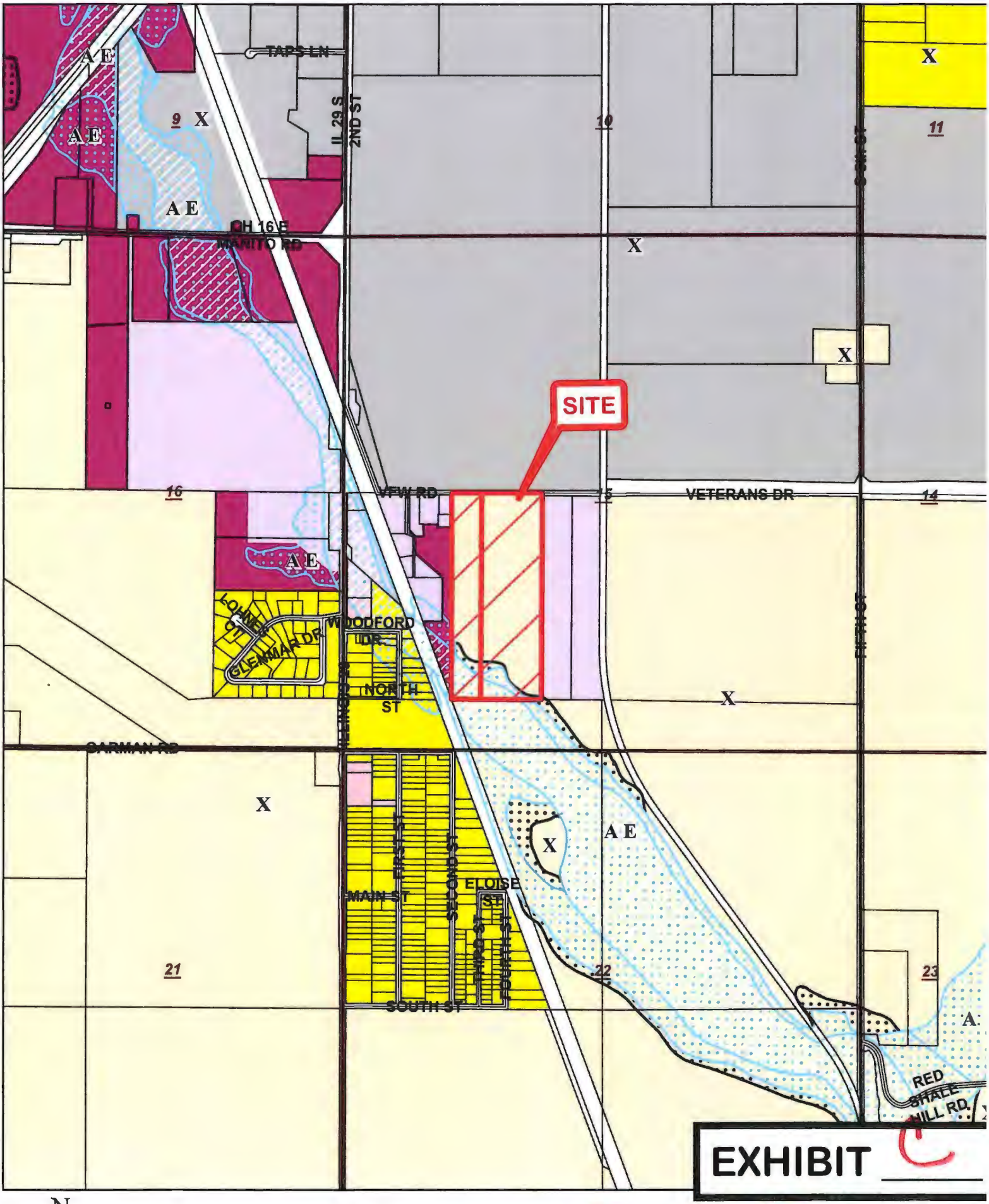
Westwood Professional Services, Inc.

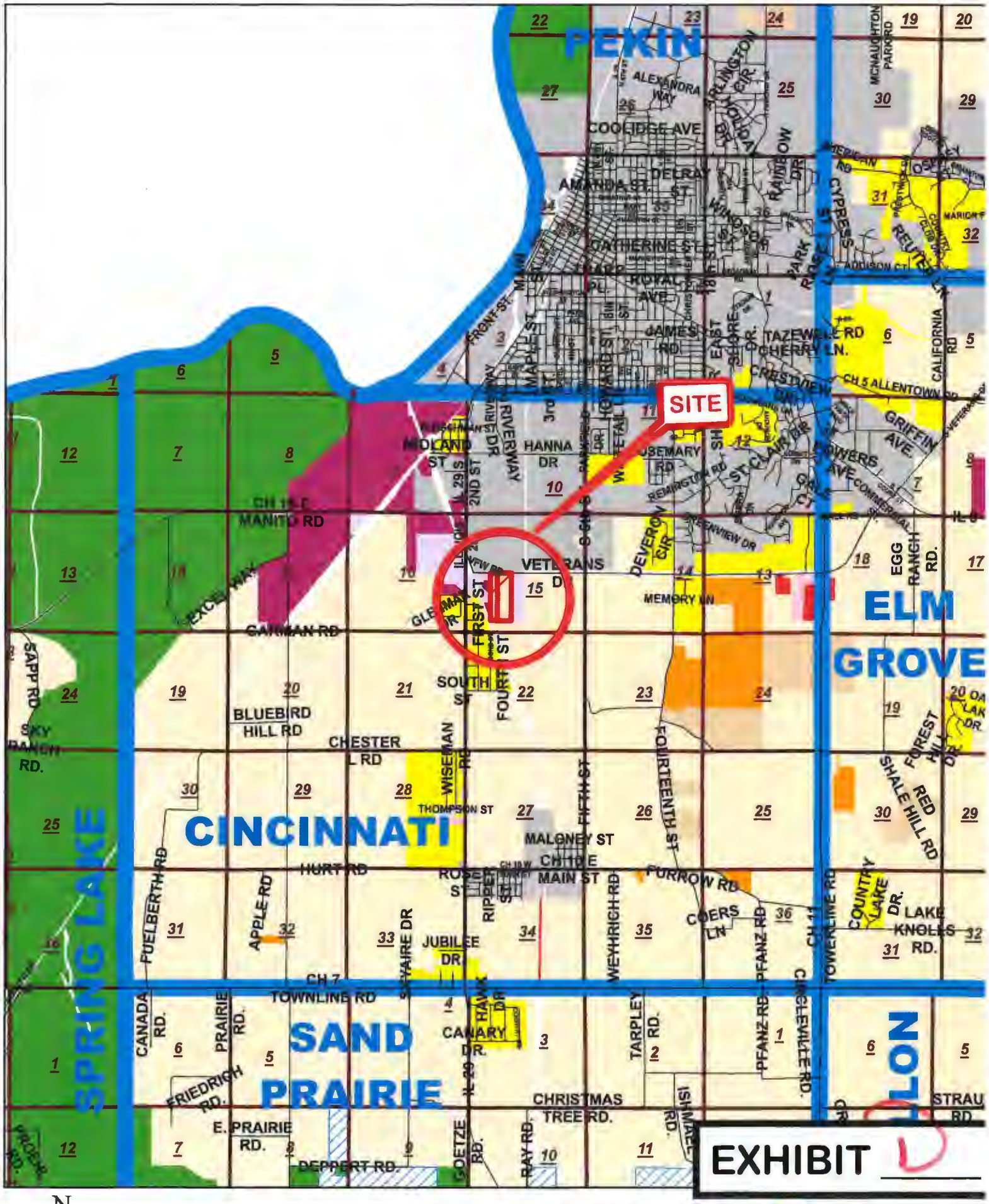
SITE CONCEPT

SHEET NUMBER: 1 OF 1

DATE: 5/13/2026


SITE
VFW RD
VETERANS DR
X
012
008
009
019
018
010
023
022
017
006
AE
0.2
002
EXHIBIT B
N


TAPS LN
IL 29 S
2ND ST
CH 16 E
MANITO RD
SITE
VFW RD
VETERANS DR
WOODFORD DR
GLENMAR DR
LOHR CT
NORTH ST
CARMAN RD
MAIN ST
ELOISE ST
SOUTH ST
RED SHALE HILL RD
A E
X
9
10
11
14
15
16
21
22
23
EXHIBIT
N
Zoning
District
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R


PEKIN
SITE
ELM GROVE
CINCINNATI
SAND PRAIRIE
SPRING LAKE
COOLIDGE AVE
AMANDA ST
CATHERINE
ROYAL AVE
JAMES RD
MIDLAND ST
HANNA DR
RIVERWAY
MANITO RD
CH 15 E
VETERANS
MEMORY LN
CAIRMAN RD
SOUTH ST
BLUEBIRD HILL RD
CHESTER L RD
WISEMAN RD
THOMPSON ST
MALONEY ST
CH 10 E
MAIN ST
HURT RD
ROSE ST
JUBILEE DR.
CH 7
TOWNLINE RD
CANARY DR.
HAWK DR
CHRISTMAS TREE RD.
E. PRAIRIE RD.
DEPPERT RD.
FRIEDRICH RD.
PUELBERTH RD
APPLE RD
CANADA RD.
PRAIRIE RD.
SAPP RD
SKY RANCH RD.
EXCEL WAY
GLEMAN DR
FIRST ST
SECOND ST
THIRD ST
FOURTH ST
FIFTH ST
FOURTEENTH ST
RIPPER ST
SQUAIRE DR
WEYHRICH RD
TARPLEY RD.
GOETZE RD.
RAY RD.
ISHMAEL RD.
TOWERLINE RD
PFANZ RD
COERS LN
FURROW RD
LAKE KNOLLS RD.
COUNTRY LAKE DR.
RED SHALE HILL RD
FOREST HILL DR
OAK LAKE DR
EGG RANCH RD.
DEVEROW CIR
CRESTVIEW DR
TAZEWELL RD
CHERRY LN.
CH 5 ALLENTOWN RD
GRIFFIN AVE.
ST CLAIR AVE
REMINGTON RD
ROSEMARY RD
CALIFORNIA RD
MICHAUGHTON PARK RD
ALEXANDRA WAY
ARLINGTON CIR
RAINBOW DR
CYPRESS LN
PARK RIDGE LN
REUTER LN
ADDISON CT
MARION
EAST SHORE DR.
CH 11
STRAU RD
EXHIBIT D
N
Zoning
District 60
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R

COMMITTEE REPORT
LU-26-18
(ZBA Case No. 26-49-Z)

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 26-49-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be **ADOPTED** and the petition for said Rezoning be ***APPROVED*** by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this petition;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify the Tazewell County Community Development Administrator of this action.

ADOPTED this _____ day of _____ 20___.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

AN ORDINANCE AMENDING TITLE XV,
CHAPTER 157, ZONING - CODE OF TAZEWELL COUNTY
ON PETITION OF ZACHARY AND MONICA CHARLTON
(Zoning Board Case No. 26-49-Z)

WHEREAS, a petition has been filed with Tazewell County, Illinois, By Zachary and Monica Charlton. for an Amendment to the Official Cincinnati Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an R-1 Low Density Residential to an A-1 Agriculture Preservation; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 26-49-Z as held by the Tazewell County Zoning Board of Appeals on November 4, 2026 with deliberations on November 6, 2026, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

WHEREAS, said report to the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

   (POSITIVE) The future land use map within the Tazewell County Comprehensive Plan is intended to show the “general areas where development should occur to ensure and orderly development pattern that protects valuable sensitive lands for agriculture and environmental conservation.” The future land use map shows that the subject property is classified as R-1 for low density single family residential development. The subject property has not been developed with single family homes while being within this designation for multiple decades. As there has been no interest in developing the subject property with single family dwellings for many years and it has stayed as farmland, it is determined that orderly development on the subject property would be farmland.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

   (POSITIVE) The surrounding area sees most of the adjacent properties designated either farmland or low density single family dwellings. The subject property has been utilized for farmland for many decades next to the adjacent subdivision with no issues. As such, the proposed amendment possesses no foreseeable danger or risk to the public health, safety, morals or general welfare of Tazewell County or its residents.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

   (POSITIVE) Most of the land in the general area is utilized as farmland with some small pockets of low density single family housing also seen in small pockets. As most of the surrounding area is utilized for farmland which is the purpose of the A-1 zoning district, staff finds the request to be consistent with other properties in the general area.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

   (POSITIVE) Most properties in the surrounding area are zoned A-1 with the rest zoned R-1. Therefore, the request is consistent with zoning classifications of property within the general area of the subject property.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

   (NEUTRAL) The primary use seen in the R-1 zoning district is single family dwellings. The subject property does not possess any natural characteristics that would prohibit the development of single-family homes but has yet to see any development of this kind for many years while being appropriately zoned.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

   (POSITIVE) The subject property is of a size and in a location where farming would be suitable. The site, while zoned R-1, has been utilized as farmland for many years. Many of the nearby properties are also utilized for farmland purposes as well.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*

   (POSITIVE) While the subject property has been zoned R-1 for many years it has remained a farmland use. This circumstance can also be seen for properties to the north and south which are also zoned R-1 but are utilized for farmland purposes. These properties have remained utilized for agricultural production and no other new development has occurred in the area for multiple decades.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

   (POSITIVE) The property has been utilized for agricultural production for many years.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

   (POSITIVE) The subject property is not within 1.5 miles of a municipality with an adopted Comprehensive Plan.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) Rezoning the property to A-1 would align the property with the Comprehensive Plans goals of preserving agricultural land. Comprehensive Plans are typically seen as promoting development patterns that are within the public's interest. If the rezone is denied the property owner may still use the site for farmland but may see restrictions in any new development requests.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

(POSITIVE) As the property has not seen residential development despite being zoned for such for many years, the proposed rezone is seen as being consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan as listed below:

- Appropriate areas for agricultural land are protected to allow for agricultural activities to continue.
- Agricultural activities are protected to allow for their establishment and continued operation.

which findings of fact are hereby **ADOPTED** by the County Board as the reason for **APPROVING** the Rezoning request.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Copart of Connecticut, Inc. for a Map Amendment to change the official zoning maps of Cincinnati Township Zoning Maps of Tazewell County to change the Zoning Classification of property from an R-1 Low Density Residential to an A-1 Agriculture Preservation on the following described property:

P.I.N. 10-10-28-200-004, an approximate 40 +/- acre parcel; and

P.I.N. 10-10-28-201-004, an approximate 14.34 +/- acre parcel;

all situated in a part of the NE ¼ of Sec 28, T24N, R5W of the 3rd P.M., Cincinnati Twp., Tazewell Co., IL;

located immediately West and adjacent 12500 Carter Rd., Pekin, IL., is hereby granted.

SECTION II. This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this _____ day of _____, 2026.

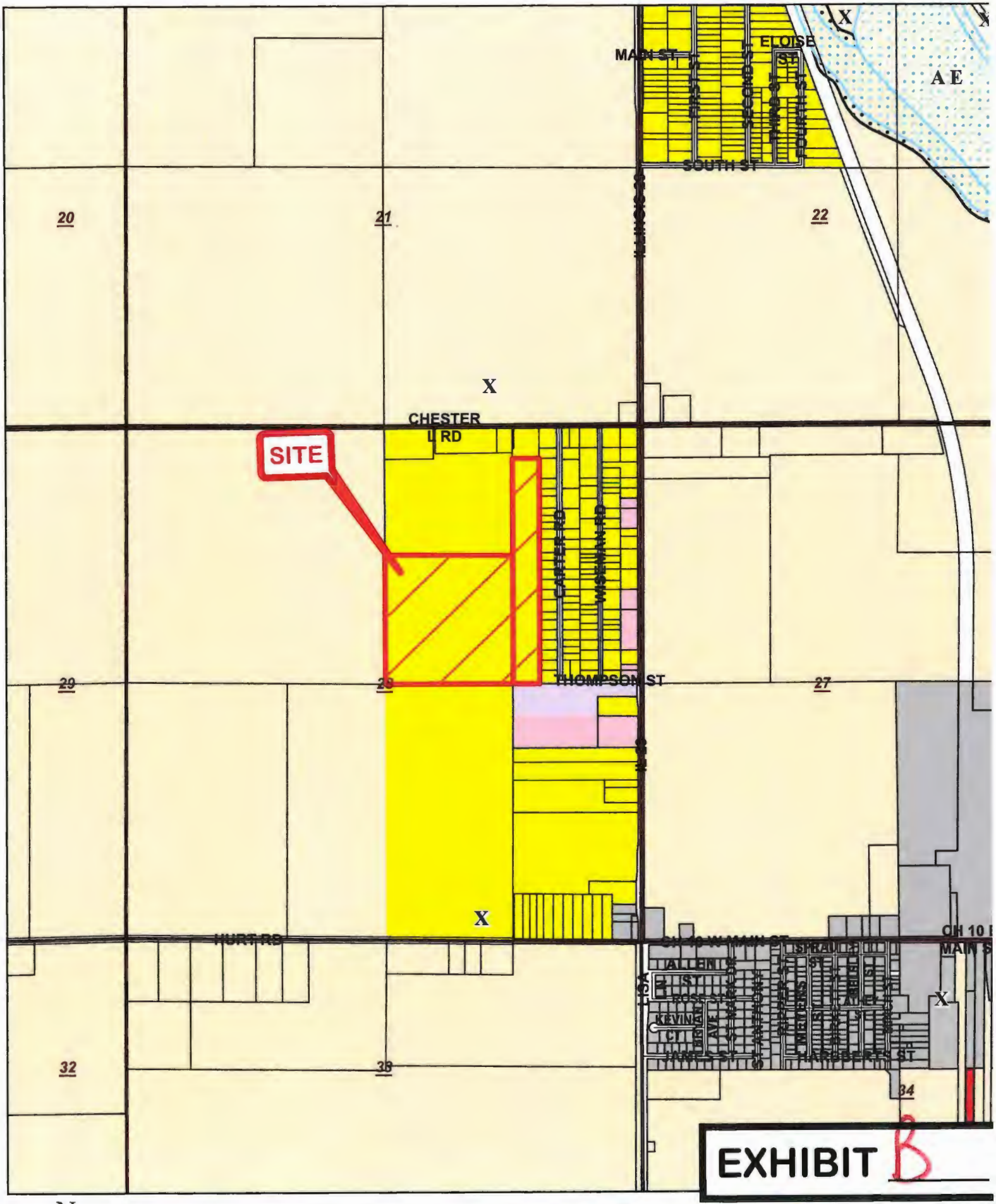
Ayes _____ Nays _____ Absent _____

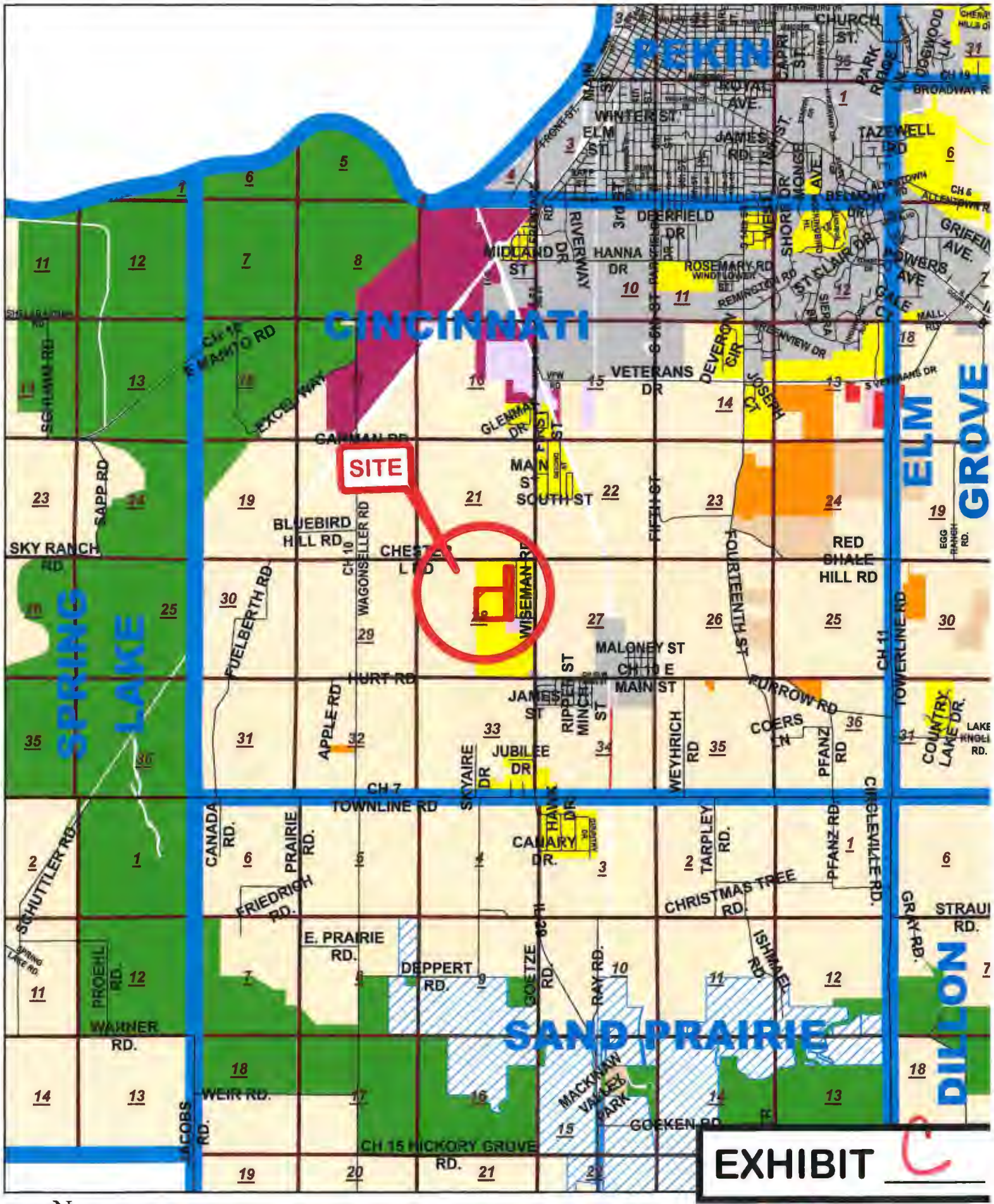
_____
Chairman, County Board
Tazewell County, Illinois

ATTEST:

_____
County Clerk
Tazewell County, Illinois


21
22
CHESTER
L RD
SITE
X
28
27
X
EXHIBIT A
N


MAIN ST
ELOISE ST
SOUTH ST
A E
20
21
22
X
CHESTER LRD
SITE
THOMPSON ST
29
28
27
HURT RD
32
33
34
ALLEN ST
KEVIN CT
EXHIBIT B
N
Zoning
District
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R


PEKIN
CINCINNATI
ELM GROVE
SPRING LAKE
SAND PRAIRIE
DILLON
SITE
CHURCH ST.
MAIN ST.
WINTER ST.
ELM ST.
JAMES ST.
TAZEWELL RD
DEERFIELD DR
HANNA DR
ROSEMARY RD
MIDLAND ST
RIVERWAY
VETERANS DR
DEVERON CIR
GLENMARY DR
FIRST ST
SOUTH ST
FIFTH ST
BLUEBIRD HILL RD
SKY RANCH RD
SAPP RD
FUELBERTH RD
WAGONSELLER RD
WISEMAN RD
RED SHALE HILL RD
TOWERLINE RD
MALONEY ST
CH 10 E MAIN ST
HURT RD
APPLE RD
JAMES ST
JUBILEE DR
SKYAIRE DR
WEYHRICH RD
PFANZ RD
COERS LN
FURROW RD
CH 7 TOWNLINE RD
CANADA RD.
PRAIRIE RD.
CANARY DR.
TARPLEY RD.
CHRISTMAS TREE RD.
SCHUTTLER RD.
FRIEDRICH RD.
E. PRAIRIE RD.
DEPPERT RD.
GOETZE RD.
RAY RD.
ISHMAEL RD.
PROEHL RD.
WARNER RD.
WEIR RD.
JACOBS RD.
MACKINAW VALLEY PARK
GOEKEN RD.
CH 15 HICKORY GROVE RD.
EXHIBIT
N
Zoning
District
AG Area
A-1
A-2
C-1
C-2
CITY
CONS
I-1
I-2
R-1
R-2
R-R
69

LU-26-19
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

==========

R E S O L U T I O N

WHEREAS, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Plumbing Inspections with T.P.I. of Pekin, Inc. an independent contractor to perform residential plumbing inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Building Code Program for compliance with the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this Contractual Agreement.

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Tucker Plumbing and the Auditor of this action.

Adopted this _____ day of _____, 2026.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR PLUMBING INSPECTIONS

This agreement entered this 18th day November, 2026 by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND T.P.I. of Pekin, Inc., an independent contractor to perform the services of PLUMBING INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Building Code Program Tazewell County has adopted the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

a. The County and Contractor hereby agree that Contractor will serve as a PLUMBING INSPECTOR, to perform plumbing inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required by the State of Illinois to conduct such plumbing inspections during the course of this agreement.

b. Contractor will conduct plumbing inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.

b. The Community Development Administrator shall be responsible for collecting all fees related to all Plumbing Permits.

c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contactor will be compensated by the County, under this agreement as follows:

a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of $75.00 per inspection with mileage to be included in the rate.

b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1, 2026 through November 30, 2027. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date as first written above.

COUNTY OF TAZEWELL, ILLINOIS	**CONTRACTOR**
Brett Grimm County Board Chairman	Tim Tucker, T.P.I. of Pekin, Inc. Independent Contractor

LU-26-20
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

==========

R E S O L U T I O N

WHEREAS, the County's Land Use Committee recommends to the County Board to approve the renewal of a Contractual Agreement for Electrical Inspections with Richard Young an independent contractor, to perform commercial electrical inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, Contractor will also perform residential electrical inspections, on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Tazewell County Building and Property Maintenance Code Program; and

WHEREAS, said fees or services were increased to a rate of $75.00 per inspection with mileage included; and

NOW THEREFORE BE IT RESOLVED, that the County Board approve this Contractual Agreement subject to approval of the Community Development's Budget for contractual expenditures.

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Richard Young and the County Auditor of this action.

Adopted this _____ day of _____, 2026.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR ELECTRICAL INSPECTIONS

This agreement entered this 18th day of November 2026, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND RICHARD YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Tazewell County Building and Property Maintenance Code Program Tazewell County has adopted the NFPA 70: National Electrical Code 2017;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

a. The County and Contractor hereby agree that Contractor will serve as an ELECTRICAL INSPECTOR, to perform electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required during the course of this agreement.

b. Contractor will conduct electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.

b. The Community Development Administrator shall be responsible for collecting all fees related to all Electrical Permits.

c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding

any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contactor will be compensated by the County, under this agreement as follows:

a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of $75.00 per inspection with mileage to be included in the rate.

b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1, 2026, through November 30, 2027. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

COUNTY OF TAZEWELL, ILLINOIS	**CONTRACTOR**
_____	_____
Brett Grimm County Board Chairman	Richard Young Independent Contractor

LU-26-21
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

==========

R E S O L U T I O N

WHEREAS, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Residential Inspections with Glen Gullette, an independent contractor to perform building inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Tazewell County Building and Property Maintenance Code Program; and

NOW THEREFORE BE IT RESOLVED, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Glen Gullette and the County Auditor of this action.

Adopted this _____ day of _____, 2026.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR BUILDING INSPECTIONS

This agreement entered this 18th day of November 2026, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND GLEN GULLETTE, an independent contractor to perform the services of BUILDING INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Tazewell County Building and Property Maintenance Code Program Tazewell County conducts necessary inspections to ensure public safety;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

a. The County and Contractor hereby agree that Contractor will serve as a BUILDING INSPECTOR, to perform building and electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all certifications as required during the course of this agreement.

b. The Contractor will conduct building and electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. The Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. The Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. The Contractor understands that the Tazewell County Community Development will, whenever possible, provide forty-eight (48) hours' notice of when such services are desired to be completed. The Contractor understands that there may be times when a request will be made for services to be completed in less than forty-eight (48) hours.

b. The Community Development Administrator shall be responsible for collecting all fees related to all Building Permits.

c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. The Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contactor will be compensated by the County, under this agreement as follows:

a. It is estimated that there could be up to 4 inspections per project. These inspections may include a pre-footing (single), foundation (single), rough-in (combination) and final (combination). Combination inspections are inspections that are multi-faceted (building and electrical). The inspection shall be billed at a rate of $65.00 per single inspection and $85 per combination inspection, mileage included in the flat inspection rate.

b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, choses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, and/or attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract exists or binds either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1st 2026 through November 30th, 2027. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

COUNTY OF TAZEWELL, ILLINOIS	**CONTRACTOR**
_____	_____
Brett Grimm	Glen Gullette
County Board Chairman	Independent Contractor

LU-26-22
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

==========

R E S O L U T I O N

WHEREAS, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement with Central Illinois Fire Inspection Services, LLC an independent contractor to perform Commercial Plan Review for Fire and Life Safety and Inspections in addition to advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

WHEREAS, said services are needed as part of the Building Code Program.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this Contractual Agreement subject to approval of the Community Development's Budget for contractual expenditures.

BE IT FURTHER RESOLVED, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, the Auditor and Central Illinois Fire Inspection Services, LLC.

Adopted this _____ day of _____ , 2026.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

CONTRACTUAL AGREEMENT
FOR COMMERCIAL PLAN REVIEW FOR FIRE AND LIFE SAFETY INSPECTIONS

This agreement entered this 18th day of November 2026, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY' AND CENTRAL ILLINOIS FIRE INSPECTION SERVICES, LLC an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS FOR FIRE AND LIFE SAFETY, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Building Code Program Tazewell County has adopted the 2018 International Building Code, 2018 International Existing Building Code, 2018 International Fire Code, NFPA 101 Life Safety Code, NFPA 70 National Electric Code 2017 Edition and the Illinois Energy Conservation Code (most current addition);

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

a. The County and Contractor hereby agree that Contractor will serve as the COMMERCIAL FIRE AND LIFE SAFETY PLANS REVIEWER AND INSPECTOR, to perform Life Safety and Fire Review on all Commercial buildings as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as needed or required by the State of Illinois to conduct such Life Safety Review and Inspections during the course of this agreement. The Community Development Administrator shall give Contractor up to five (5) business days from receipt of project materials or another mutually agreed upon time frame for review.

b. For all inspections related to Fire and Life Safety Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contractor are desired. Contractor understands that the Tazewell County Community Development Department will, whenever possible, provide twenty-four (24) hour notice when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed less than twenty-four (24) hours when mutually agreed upon.

c. The Community Development Administrator shall be responsible for collecting all fees related to Fire and Life Safety Review for Commercial Permits.

d. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.

e. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

f. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.

g. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contactor will be compensated by the County, under this agreement as follows:

Plan Review Services

a. $250.00 each for Life Safety, Fire Alarm, Fire Suppression Sprinkler Review up to 49,999 square feet and $350.00 each for structures at 50,000 or more square feet. Fee includes one of either a Life Safety Review, Fire Alarm Review or Fire Suppression Sprinkler Review, one re-review of a corrected or amended plan and a final inspection with documentation. All third or greater re-reviews of corrected or amended plans will be billed at full review fee.

b. $250.00 each for Commercial Kitchen Suppression Hood System Review for kitchens with 1 to 3 Hoods and $350.00 each for Kitchens with 4 or more Hoods. Fee includes the hood plan review, one re-review and the final inspection with documentation.

On-site Inspection Services (other than the included final inspection following a plan review), along with existing building, routine or complaint driven life or fire safety inspections, occupant load calculations, etc.

a. Services billed at $50.00 per hour from time of leaving office to time of return to office plus documentation time (1 hour minimum charge per instance, 30 minute increments thereafter, mileage included) unless otherwise negotiated.

Consulting Services
(Research, meetings, formal document preparation, phone consultations)

d. $50.00 per hour including any necessary travel time (15 minute minimum charge, 15 minute increments thereafter)

Services will be invoiced to the County, via email zoning@tazewell-il.gov , within one week of services. The

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.

c. This agreement shall be in full force and effective from December 1, 2026 through November 30, 2027. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

COUNTY OF TAZEWELL, ILLINOIS

Brett Grimm
County Board Chairman

CONTRACTOR

Central Illinois Fire Inspection Services, LLC
Independent Contractor
PO Box 356
Morton, IL 61550
CIFireInspection@gmail.com

LU-26-23
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Land Use Committee has reviewed the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for the Tazewell County Community Development Department; and

WHEREAS, the attached proposal is for one year at the following cost of:

One Year (2027) $9,045.00

WHEREAS, the Land Use Committee recommends approval of the proposal submitted by Tri-County Regional Planning Commission for Zoning and Planning Services with the following conditions:

1. This proposal may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.

2. This proposal is subject to approval of the Community Development Departments Fiscal Year 2027 Operating Budget by the Tazewell County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board hereby approves the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for Tazewell County Community Development Department December 1, 2026 through November 30, 2027.

BE IT FURTHER RESOLVED, that the County Clerk notify the Tazewell County Auditor, Tri-County Regional Planning Commission and the Community Development Administrator of this action.

PASSED THIS _____ day of _____, 2026.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

PROPOSAL BY TRI-COUNTY REGIONAL PLANNING COMMISSION TO PROVIDE FY 2026 PLANNING AND ZONING SERVICES TO TAZEWELL COUNTY, ILLINOIS

SECTION I. Services

Tri-County Regional Planning Commission (TCRPC) will provide the following services to Tazewell County, Illinois:

- **Task 1: Zoning**
  TCRPC will review all Rezoning and Special Use cases that are presented to the Tazewell County Zoning Board of Appeals (ZBA). TCRPC will provide a written report based on the County Comprehensive Plan and the County Zoning Ordinance. Said report will be delivered to the Community Development Administrator at least three days prior to the monthly ZBA hearing date.

- **Task 2: Subdivision Plat Reviews**
  TCRPC will review all Preliminary and Final Plats submitted to the County Plat Officer and make written recommendations based on the County Comprehensive Plan and Subdivision Code.

- **Task 3: Zoning Code and Subdivision Code Updates**
  TCRPC will provide recommendations regarding revisions to the Zoning Code and Subdivision Code. This task will be undertaken on an as-needed basis at the request of the Community Development Administrator.

- **Task 4: Meeting Attendance**
  A staff member of TCRPC will attend meetings of the Zoning Board of Appeals, Plat Review Committee, and County Land Use Committee to provide information and answer questions.

SECTION II. Contract Amount

TCRPC will provide the above services for $9,045 for the period December 1, 2026, through November 30, 2027.

SECTION III. Additional Tasks

TCRPC will provide additional services not listed above at the rate of $75 per hour, at the direction of the County Community Development Administrator.

LU-26-24
COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

==========

R E S O L U T I O N

WHEREAS, the Tazewell County Land Use Committee has reviewed the attached agreement with Cloudpoint Geospatial to enter into a one year agreement beginning December 1, 2026, through November 30, 2027, for address services for the unincorporated areas of Tazewell County for a financial commitment as follows:

WHEREAS, the Land Use Committee further approves the proposal with the following conditions:

1. Said contract shall be funded through the general revenue fund with said fund being replenished by fees collected through addressing applications accepted by the Community Development Administrator;

2. Said contract shall be subject to approval of the Community Development's Fiscal Year 2027 Operating Budget by the Tazewell County Board;

NOW THEREFORE BE IT RESOLVED, that the County Board approve this Contractual Agreement.

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk shall notify Municipal Addressing Services, the Tazewell County Auditor and the Community Development Administrator of this action.

Adopted this _____ day of _____ , 2026

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

Sales Quote

Prepared for:	Jaclynn Workman Tazewell County 11 South 4th Street Pekin, Illinois 61554	Quote Number: Date: Expiration:	2301 July 29, 2026 180 Days

Service	Subtotal
9-1-1 Addressing Services Cloudpoint will provide 9-1-1 addressing services to the County via the steps listed below: • Receive requests for new addresses or requests to update existing address points from the County • Assign the address based on County requirements • Create or update an address point in the GIS data • Provide the addressing information back to the County so it can be forwarded to the appropriate agencies.	$7,000.00

Total **$7,000.00**

Notes:

- Cloudpoint will provide these services for up to forty (40) addresses in the contract performance period.
- Additional Addresses will be charged at the rate of $200 per update.

The initial term of this Contract shall commence on **START DATE: December 1, 2026** and shall continue through twelve (12) calendar months, and including **END DATE: November 30, 2027** at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and the County.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

CLOUDPOINT GEOSPATIAL, INC. - TERMS AND CONDITIONS

The Proposal provided with these terms & conditions is valid for ninety (90) days from the date of submittal, after which Cloudpoint Geospatial, Inc. reserves the right to change or amend the Proposal. Acceptance of the Proposal is subject to agreement to these terms & conditions (the "Agreement"). In this Agreement, "Consultant" refers to Cloudpoint Geospatial, Inc., an Illinois corporation, and "Client" refers to the party set forth in the Proposal.

1. Performance of Services: The Consultant shall perform the services outlined in this proposal (the "Services") in accordance with this Agreement. The relationship between the Client and the Consultant is solely that of independent contractor, and nothing in this Agreement shall be construed or deemed to create any other relationship, including one of employment, agency, or joint venture.

2. Additional Services: Consultant shall be compensated for technical support for any issues arising from connectivity to the Client's network, should remote connectivity be required for the Services.

3. Technical Support: Free technical support in relation to service/product provided in this contract will be provided for a period of thirty (30) days following final project delivery. Further support may be provided under a separate contract agreed upon between the parties.

4. User Acceptance: The Client will be provided a period of three (3) weeks to test and review each configured or customized application prior to final delivery. Once the Client performs their user acceptance testing, Client may enter feedback into the documentation provided. Consultant will then provide one round of upgrades to the application prior to making final delivery. The Consultant shall be compensated for any additional upgrades or repairs to the application(s) following the user acceptance period.

5. Operational Requirements and Access

a. **System Readiness:** Client shall ensure all target servers are network-connected and equipped with compatible operating systems prior to the project start date.

b. **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage from these activities, but has not included in the fee the cost of restoring any resulting damage and will not be responsible for such costs.

c. **Direct Remote Access:** Client shall provide Consultant with direct, native-level remote access to all target infrastructure. Access via a Client-side workstation or screen-share interface is expressly prohibited. Any delays or performance issues resulting from the Client's failure to provide direct access shall be considered a "Client-caused delay" and may result in additional billing at Consultant's standard hourly rates.

d. **Availability and Scheduling:** Any work outside of normal business hours (Monday - Friday, 7 AM–5 PM Central Time) is subject to staff availability, may incur additional fees, and may result in potential delays in the project schedule. Consultant shall not be required to perform work on Sundays. For ArcGIS Enterprise upgrades, the Client's IT personnel must remain reachable at all times during the upgrade process.

e. **Prohibition of Recording:** To protect Consultant's proprietary methods and "Consultant Intellectual Property," recording of service sessions is strictly prohibited, unless otherwise noted.

6. Term and Termination:

a. The "Term" of this Agreement extends through the term set forth in the Proposal. If the project completion date is delayed more than 30 days as a result of the Consultant's schedule or Client's schedule, a reasonable adjustment in the Term will be made. This Agreement may be terminated by either party should the other party fail to perform any of its obligation hereunder; the terminating party must provide not less than thirty (30) days' notice of a breach of this Agreement to the other party prior to terminating this Agreement, and if such breach is curable and is not cured without such thirty (30) day period, the terminating party may provide notice of immediate termination of this Agreement.

b. Upon termination by Consultant due to a breach by Client, any payments which would have been due from Client if this Agreement had not been terminated shall accelerate and be paid immediately by Client. Upon termination of this Agreement for any other reason, including mutual consent to terminate, Client shall make any payments which accrued and became due during the Term, including any pro rata payments for partial Services performed during the Term. Consultant will release any partially performed Services to Client upon payment by Client as specified in this paragraph.

7. Payment:

Client agrees to pay the Consultant for all Services performed and all costs incurred by Consultant in performance of the same.

a. **Managed Services:** Invoices for the Consultant's services will be submitted on a monthly basis throughout the length of the contract. Client agrees to pay the Consultant within thirty (30) days of receiving an invoice unless otherwise agreed to in writing. Clients who choose to pay for twelve (12) months of services in advance shall receive a discount of two and one-half percent (2.5%) off the total annual fee. This discount applies only to full annual prepayments made at the beginning of the twelve-month period. The discount is non-refundable in the event of early termination of the agreement.

b. **Block of Hours:** Client will be invoiced for the entire contract amount upon receipt of executed contract. Consultant makes no guarantee of work to be completed in the amount of hours purchased.

c. **Lump Sum:** Client will be invoiced for 20% of the contract amount after execution of the contract with the remainder to be invoiced according to the payment schedule included herein. If a payment schedule is not included, the remaining project balance will be invoiced in months 2 and 3, for a total of 100% invoiced 90 days from the contract execution date.

d. Without limiting Consultant's other rights at law and as set forth herein, Consultant reserves the right to pause its provision of Services if Client has not paid any amount due hereunder by the due date, and if Client is required to make any payment upfront, Consultant is not required to begin services until such payment is made.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

e. Accounts unpaid thirty (30) days after the payment due date are subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees. All fees paid hereunder are nonrefundable.

8. Data Accuracy: Any data deliverables are considered mapping grade quality and should not be used for engineering design or construction work without being verified by a licensed professional surveyor.

9. Hardware in Excess of Five Years Old: Consultant will not provide support services for hardware of Client that is more than five (5) years old.

10. Hiring Practices: During the term of this Agreement and for one year thereafter, neither party shall (directly or indirectly, on their own behalf or on behalf of a third party) hire or engage any employee or independent contractor of the other party, for work on this Agreement, or any other agreement or work of the hiring party, without the prior written consent of the other party, nor encourage any employee or contractor to leave the employ of the other party. This section is not intended to restrict the rights of employees of either party to seek and obtain employment or engagement by the other party on their own initiative or in response to publicly posted employment advertisements or job fairs, provided no solicitation occurs on the part of the hiring party, directly or indirectly. Consultant is an equal opportunity employer and values diversity. Consultant does not discriminate based on race, religion, color, national origin, gender, sexual orientation, age, marital status, veteran status, or disability status.

11. Information for the Sole Use and Benefit of the Client: All opinions and conclusions of the Consultant, whether written or oral, and any electronic data, plans, specifications or other documents and services provided by the Consultant are for the sole use and benefit of the Client and should only be used for the purposes intended as may be described in the Proposal, in this Agreement, or by Consultant in the course of providing the Services. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.

12. Confidential Information:

a. During the course of this Agreement, one party may be entrusted with various information (in each case, the "Recipient") that the other party intends to remain confidential (in each case, the "Discloser"), including but not limited to, processes, marketing plans, financial information, general business plans, and any other materials which the Recipient knows or should reasonably know the Discloser intends to remain confidential, which may concern and/or belong to Discloser, the Discloser's actual or prospective partners, vendors, and suppliers, or Discloser's customers or clients, and which may be in electronic, physical, written, oral or any other form (collectively, the "Confidential Information").

b. For clarity, the terms of this Agreement shall be considered Confidential Information of Consultant. If this document becomes subject to a FOIA request the Client must request a redacted version of the document from the Consultant. Consultant will provide a redacted version within two business days of the request.

c. The term "Confidential Information" does not include any information which at the time of disclosure is in the public domain, is already known by Recipient at the time of disclosure as demonstrated by Recipient's records, is rightfully obtained by Recipient on a non-confidential basis from a third party, or which was independently developed by Recipient without reference to the Confidential Information of Discloser.

d. The Recipient shall not use for its own benefit, and shall not disclose, or authorize any third party to use or disclose, any Confidential Information of the Discloser, except as may be necessary to fulfill its obligations under this Agreement. Notwithstanding the foregoing, a Recipient may disclose Confidential Information to the limited extent required in order to comply with applicable law, or the order of a court or other governmental body, provided that it first provides given written notice to the Discloser and makes a reasonable effort to obtain a protective order where applicable.

e. If the parties previously entered into a non-disclosure agreement (an "NDA") addressing treatment of confidential information of the parties which remains in effect, such NDA shall survive except to the extent that it directly conflicts with this Agreement, in which case this Agreement will control.

13. Intellectual Property:

a. As between Consultant and Client, Consultant holds all right, title, and interest to any and all inventions, ideas, patentable material, software code, designs, devices, methods, technology, trade secrets, concepts, methodologies, goodwill, trademarks, service marks, trade names, and general intangibles incorporated within the Services or otherwise provided by Consultant to Client (collectively, the "Consultant IP"). This Agreement does not grant upon Client any rights to use such Consultant IP in any manner except in connection with use of the Services.

b. The Consultant will own the intellectual property rights to any solutions or other developments developed or conceived of as part of the Services and hereby reserves the right to redistribute or resell said property to any interested party upon removing Client's identifying information. This is not a work made for hire agreement. If Client sends or transmits any communications or materials to Consultant suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Provider is free to use such feedback, and Client hereby assigns the same to Consultant.

14. Liability Insurance: The Consultant maintains insurance coverage of the following types - Professional Liability, Commercial General Liability, Automobile Liability, Umbrella Policy, and Cyber Insurance. Certificates of insurance will be provided to Client with additional insured listing upon request.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

15. Disclaimer of Warranties: CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES, OR ANY RESULTS RECEIVED THROUGH OR THAT MAY BE ACHIEVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURSUE, TITLE, NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. The Consultant shall not be required to execute any documents that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions. Nothing contained in the Proposal, in any of Consultant's marketing materials, or any oral statements made by Consultant or its representatives, will alter the limitations and disclaimers set forth in this paragraph.

16. Limitation of Liability: IN RECOGNITION OF THE RELATIVE RISKS, REWARDS, AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT THE CONSULTANT'S TOTAL LIABILITY TO THE CLIENT FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES OR CLAIM EXPENSES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES (INCLUDING BUT NOT LIMITED TO, THE CONSULTANT'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY) SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) OR THE FEES PAID TO CONSULTANT BY CLIENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. ADDITIONALLY, IN NO EVENT WILL CONSULTANT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR THIS AGREEMENT.

17. Indemnification: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other party (in the capacity of "Indemnitee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of (i) a breach of this Agreement; (ii) a grossly negligent or more culpable act or omission by Indemnitor; or (iii) improper or intended use of the Services or the results thereof by Client as Indemnitor.

18. Third-Party Services & Information: Unless specifically stated, this proposal does not include any software licensing or maintenance fees for software. Client is responsible for providing the necessary software licensing for solutions deployed to and operated on their system. The Consultant is not responsible for any licensing violations brought on by the Client's negligence. To the extent that any third party services, including any software and any hosting services, are incorporated within the Services, are provided to Client as part of the Services, or are recommended by Consultant, Client acknowledges and agrees that (a) the same may be subject to third party terms and conditions and Client is responsible for reviewing the same; and (b) Consultant is not and shall not be liable for any errors in the Third Party Services, nor any liabilities or damages arising from Client's use of or access to any Third Party Services. Further, the Consultant will not be liable for the accuracy, completeness, or costs associated with data acquired from other sources or retrieved from Client servers when requested by the Client.

19. Amendments: No amendments shall be made to this agreement without prior written consent by both parties. Amendments to this agreement may only be made by approved personnel from either party having authority to negotiate terms of agreements for their respective party. In the event of any conflict between the Proposal and this Agreement, or between this Agreement and any other information or statements provided by Consultant, including invoices, this Agreement shall control.

20. Force Majeure: Consultant shall not be responsible for damages arising directly or indirectly from any delays or causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client, the Client's representatives, or the Client's consultants to act in a timely manner. Consultant shall be compensated accordingly for additional costs incurred because of such delays.

21. Dispute Resolution: Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

22. Governing Law & Jurisdiction: This Agreement shall be governed by and construed under and in accordance with the laws of the State of Illinois, USA, without regard to its choice of law provisions. Any litigation arising out of the agreement or the relationship of the parties hereto must be brought in a court of competent jurisdiction in Woodford County, Illinois, or the federal district courts for the Northern District of Illinois. The prevailing party in any such action will be entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party in addition to any other remedy.

23. Survival & Severability: Sections 6, 7, 10 through 24, and any other provision which by its language or intent should survive, will survive termination of this Agreement. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

24. Assignment: No assignment by Client of this agreement, or of any rights or obligations hereunder, will be valid without the prior written consent of the Consultant. Notwithstanding the foregoing, this agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representatives, successors and permitted assigns.

25. Counterparts: This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Scanned images of signatures and other electronic signatures will be considered equivalent to original signatures.

928 W. Mt. Vernon St.
Metamora, IL 61548
877.377.8124
sales@cloudpointgeo.com

Signatures

Name:	
Job Title:	

Signature:	
Date:	

Illinois Department of Transportation

Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? ☒ Yes ☐ No

Resolution No T-26-22 Section No 27-00000-00-CS STP Section No 27-CS179-00-AC

WHEREAS, the County Board of Tazewell (County) County has adopted a resolution establishing the salary of the County Engineer to be >95% (percentage) of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Tazewell (County) County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Tazewell (County) County Board that there is hereby appropriates the sum of One Hundred Sixty-Two Thousand, Four Hundred Twenty-Three and 0/100 Dollars ($162,423.00) from the County's Motor Fuel Tax (Fund) funds for the purpose of paying the County Engineer's salary from 01/01/27 (beginning date) to 12/31/27 (ending date) and,

BE IT FURTHER RESOLVED, that the Tazewell (County) County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Eighty-One Thousand, Two Hundred Eleven and 50/100 Dollars ($81,211.50) of Federal Surface Transportation Program funds allocated to Tazewell (County) County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Tazewell (County) County Board that there is hereby appropriated the sum of Sixty-Two Thousand and 00/100 Dollars ($62,000.00) from the County's Motor Fuel Tax (Fund) funds for the purpose of paying the County Engineer's expenses from 01/01/27 (beginning date) to 12/31/27 (ending date).

I John C. Ackerman (Name of Clerk) County Clerk in and for said County of Tazewell (County) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Tazewell (County) at a meeting held on 11/18/26 (date).

I certify that the correct TIN/FEIN number for Tazewell (County) County is 376002171 (TIN/FEIN Number) Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

Omer Osman, P.E.
Secretary of Transportation Signature & Date

BY:
George A. Tapas, P.E., S.E.
Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

LPA NAME		Section No	STP Section No
Tazewell	County	27-00000-00-CS	27-CS179-00-AC

For IDOT Use Only

Dates of the existing agreement between IDOT and County _____ (Beginning) to _____ (Ending)

Dates of the new agreement between IDOT and County _____ (Beginning) to _____ (Ending)

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, County Administrator, Chairman of the Human Resources Committee, County Engineer and the Payroll Supervisor of this action, and submit *three certified signed originals of the approved resolution to the Illinois Department of Transportation* as notification of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk	County Board Chairman

T-26-23

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

R E S O L U T I O N

WHEREAS, motion was made and passed up vote to recommend to the County Board that Tazewell County approve the Intergovernmental Agreement for the Funding of the Replacement of Structure 102-5002 located on Dutch Lane(TR 177) over a Branch of Walnut Creek as attached hereto;

THEREFORE, BE IT RESOLVED, that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, the County Auditor, the Chairman of the Transportation Committee, and the County Engineer of this action, and submit three originals of the approved resolution and executed agreement to the County Engineer of Woodford County.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk	County Board Chairman

INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING OF THE REPLACEMENT OF STRUCTURE 102-5002 CARRYING CRUGER TOWNSHIP T.R. 177 OVER A BRANCH OF WALNUT CREEK

THIS INTERGOVERNMENTAL AGREEMENT (*"the Agreement"*) is entered into by and between the County of Tazewell, a unit of local government of the State of Illinois (*"Tazewell County"*) and the County of Woodford, a unit of local government of the State of Illinois (*"Woodford"*).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Woodford County and Tazewell County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, there exists a concrete box culvert having a waterway opening of more than twenty five (25) square feet situated within 80 Rods of the Woodford-Tazewell County Line that crosses a branch of Walnut Creek, which box culvert was originally built in 1925 and is referred to as Structure 102-5002. Tazewell County's section number for the proposed Structure is 26-19130-00-BR and Woodford County's section number for the proposed Structure is **26-03122-00-BR**. Pursuant to 605 ILCS 5/5-503, Tazewell County and Woodford County shall jointly fund the replacement of the culvert as they deem necessary; and

WHEREAS, Tazewell County and Woodford County have determined that the existing culvert is currently in need of replacement, which the Counties desire to coordinate and fund in cooperation with each other and it has been determined that Woodford County shall handle all facets of the bidding and

contracting process for the herein described replacement project (the "*Project*"), for which Tazewell County shall reimburse Woodford County for proportionate share as determined in accordance with 605 ILCS 5/5-503 which states that "...the expense of such construction and repair shall be borne in a proportion to the assessed value of the taxable property in the respective counties according to the last preceding equalized assessment thereof prior to the construction..." The proportionate share based on Tax Year 2025 Rate Setting Equalized Assessed Valuations (EAV) for Tazewell County is seventy-three and thirty-two hundredths percent (73.32%) of the final Project costs after deducting the final amount of Woodford County Township Bridge Funds used for the project. The proportionate share for Woodford County is twenty-six and sixty-eight hundredths percent (26.68%) of the final Project costs after deducting the final amount of Woodford County Township Bridge Funds used for the project. The proportionate share for Woodford County will shared co-equally between Woodford County and Cruger Township in accordance with a previously approved Bridge Aid Petition. Said EAV's are $3,651,530,966.00 and $1,328,597,307.00 respectively.; and

WHEREAS, the estimated costs of the Project to be jointly shared are as follows:

Construction	$ 800,000.00
Preliminary Engineering	$ 180,000.00
Construction Engineering (7%)	$ 56,000.00
Total	$1,036,000.00

Preliminary Engineering cost will be based on a negotiated contract with a consultant selected by Woodford County. Construction Engineering will be based on 7% of the final contract construction cost. Construction cost will be based on adjusted contract quantities and bid unit prices.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully stated in this Section 1.

Section 2. Woodford County's responsibilities are as follows:

a. Woodford County will prepare or cause to be prepared project plans, specifications, and bid documents for the proposed structure and provide copies of same to Tazewell County for review and approval.

b. Woodford County will, at its expense, acquire the necessary right of way and/or easements required to construct the proposed structure.

c. Woodford County will advertise and award a contract for the proposed structure replacement and Woodford County will be responsible for supervising the completion of the project by the contractor retained by them.

d. Woodford County shall initially fund the Project costs for all phases of work on the subject structure, with the understanding that Tazewell County will reimburse Woodford County based on the proportionate shares as outlined in **Section 1** above.

e. Woodford County will ensure that the Project complies with the rules and regulations directed by the Illinois Department of Transportation (IDOT) and all other local ordinances, State and Federal laws.

f. Woodford County will comply with all competitive bidding and selection requirements necessary for completion of the Project pursuant to applicable State and Federal laws and/or regulations.

g. Woodford County shall provide Tazewell County with the approved Final Pay Estimate and approved Changes in Plans.

h. Upon Project completion, Woodford County shall provide Tazewell County with an invoice for the total amount of the final Project costs paid by Woodford County for all phases of the Project and Tazewell County will, within sixty (60) days of receipt of said invoice, reimburse Woodford County based on the proportionate shares as outlined in **Section 1** above.

Section 3. Tazewell County agrees to the following:

a. Tazewell County shall appropriate funds to pay for the Tazewell County Project costs.

b. Tazewell County will concur in the award of the Project to the lowest responsible bidder.

c. Tazewell County agrees to the implementation of the Project by Woodford County.

d. Tazewell County agrees to reimburse Woodford County the entire Tazewell County proportionate share of the Project cost within sixty (60) days after receipt of an invoice for

same and approval of payment through routine processing by the Tazewell County Highway Committee at their next scheduled meeting following receipt.

Section 4. General Terms & Conditions:

a. The failure of Tazewell County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by Tazewell County hereunder. Further, in the event Tazewell County should fail to timely make payment, which Tazewell County is required to perform under this Agreement, Woodford County shall notify Tazewell County in writing and allow Tazewell County thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, Woodford County will consider Tazewell County to be in Default under this Agreement. Upon the occurrence of a Default, Woodford County may, by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. Tazewell County further agrees to reimburse Woodford County for all attorneys' fees (except State's Attorney office work) and costs incurred by Woodford County related to Woodford County's enforcement of this Agreement.

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

c. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to Woodford County: Woodford County Engineer
Highway Department, County of Woodford
301 S. Main St.

Roanoke, Illinois 61561

with copy to: Woodford County State's Attorney

Woodford County Court House
115 N. Main Street
Eureka, IL 61530

If to Tazewell County: Tazewell County Engineer

21308 Illinois Route 9

Tremont, IL 61568

with copy to: Tazewell County State's Attorney

342 Court Street, Suite 6

Pekin, Illinois 61554-3298

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

d. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Woodford County, Illinois, Eleventh Judicial Circuit, State of Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

e. Woodford County and Tazewell County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or

correspondence accompanying a check for payment of an installment shall be deemed as an accord and satisfaction and Woodford County may accept such payment without prejudice to its rights to recover the balance of Tazewell County Project Costs still owed.

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

g. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

h. Nothing contained in this Agreement, nor any act of Woodford County or Tazewell County pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Woodford County and Tazewell County.

i. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

j. Should Tazewell County desire to pay the remaining portion of their Project Costs in a lump sum in advance of the final payment date, then it may do so upon sending written notice to Woodford County along with the remaining funds.

k. Nothing in this Agreement shall be inferred to, or obligate, either party to have a duty to provide the other with insurance for the subject bridge or otherwise indemnify and hold

harmless the other in connection with the use, enjoyment, ownership, maintenance, repair or replacement of the subject structure.

l. Nothing in this agreement shall be construed as to change the jurisdiction of either Woodford County or Tazewell County in respect to the roadway and/or structure improvements, and their ongoing jurisdictional duties in respect to the roadways and bridge themselves.

m. The Term of the Agreement shall commence as of the Agreement Date and shall expire upon final repayment of the Tazewell County Project Costs except as otherwise specified herein.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

County of Woodford, a unit of local government, of the State of Illinois

By: _____
Chair, Woodford County Board

Date: 10/20/2026

Attest:

_____
Woodford County Clerk

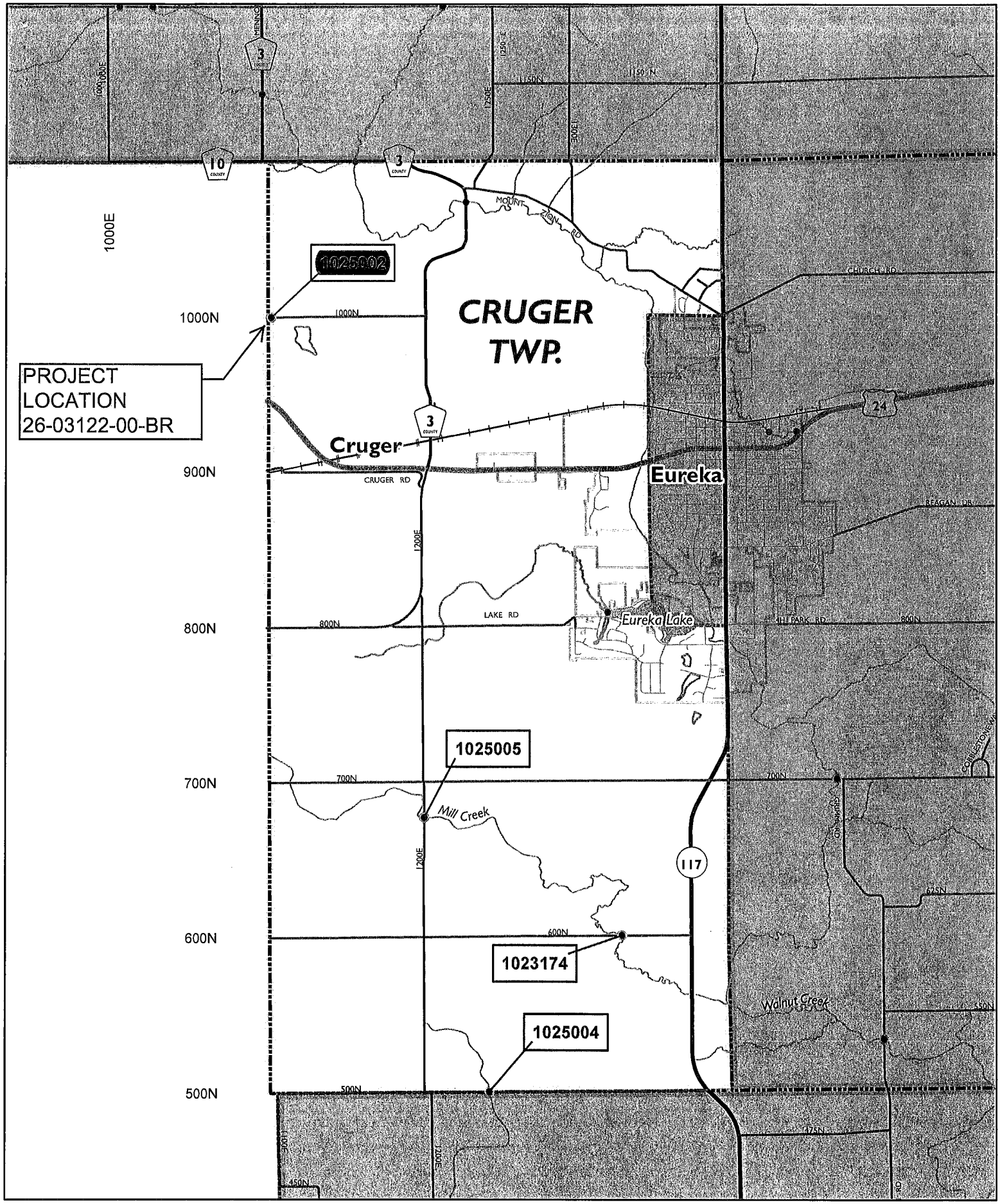
County of Tazewell, a unit of local government, of the State of Illinois

By: _____
Chair, Tazewell County Board

Date: _____

Attest:

_____
Tazewell County Clerk



WOODFORD COUNTY, IL

CRUGER TOWNSHIP STRUCTURES MAP

N

- Township Bridge
- County Bridge

Interstate Highway
U.S. Highway
105
State Highway
County Highway
Township Road
Private Street

0 1,500 3,000 6,000 Feet

Woodford County Highway Department

DATE: May 11th, 2021

NOTE: Only bridges on the Woodford County local system are shown.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new equipment to replace old equipment, lease, sell, or acquire new equipment; and

WHEREAS, the following equipment at the following associated costs has been budgeted to be paid from the FY 2027 County Highway Tax Fund, Lease Payments Line Item (211-400-5206) and Highway Equipment Line Item (211-400-5559);

1. Lease: Tractors/Mowers	$54,000
2. Lease: Endloader	$58,000
3. Lease: Backhoe	$13,700
4. Replace: Truck F250 (#5)	$65,000
5. Replace: Tandem (#15)	$330,000
6. Replace: Mini Excavator	$120,000
7. Tilt Trailer	$20,000
8. Replace: Truck F250 (#12)	$60,000
8. Misc. Items	$20,000 ; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids;

THERFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, and the County Engineer of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk

County Board Chairman

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
4	Tazewell	T-26-25(P1 of 2)	Original	27-00000-00-GM

BE IT RESOLVED, by the Board (Governing Body Type) of the County (Local Public Agency Type) of Tazewell (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

Four Million Two Hundred Fifty Thousand and 00/100 Dollars ($4,250,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/27 (Beginning Date) to 12/31/27 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County (Local Public Agency Type) of Tazewell (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I John C. Ackerman (Name of Clerk) County (Local Public Agency Type) Clerk in and for said County (Local Public Agency Type) of Tazewell (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board (Governing Body Type) of Tazewell (Name of Local Public Agency) at a meeting held on 11/18/26 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th (Day) day of November, 2026 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

R E S O L U T I O N

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit three (3) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk	County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new bridge and road contracts as plans and specifications become available; and

WHEREAS, these bridge and road projects have been budgeted for Fiscal Year 2027 with each project and approximate cost as follows:

BRIDGES:

1. 090-5027; School St. over Farm Creek(23-19129-00-BR) - $1,120,000 CB, $1,012,000 TBP, $130,304 RD
2. Road District/Municipality – Joint Bridge Funds(Various Locations) - $100,000 CB, $20,000 RD

ROADS:

1. General Maintenance – Road Program(01GM, 05GM - 09GM) - $ 3,800,000 CMFT, $600,000 MT
2. General Maintenance – Paint (27-00000-02-GM) - $200,000 CMFT
3. General Maintenance – Beads (27-00000-03-GM) - $50,000 CMFT
4. General Maintenance – Salt (27-00000-04-GM) - $200,000 CMFT
5. General Maintenance – Culverts (27-00000-10-GM) - $100,000 MT
6. General Maintenance – Maintenance Materials (Various Locations) - $70,000 CH
7. General Maintenance – Contractual (Various Locations) - $80,000 CH
8. North Main St. Resurfacing (24-00061-05-RS) - $780,000 STU Federal Funds, $195,000 MT

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids.

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Board authorize the County Board Chairman to sign the necessary IDOT project funding agreements subject to current budgetary constraints.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman and the County Engineer of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

_____ _____

County Clerk County Board Chairman

T-26-27

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the County Engineer and Assistant County Engineer have requested approval to attend the following conference in FY2027:

1. National Association of County Engineers – Cleveland, OH: April 5-8, 2027

; and

WHEREAS, these items are included in the FY 2027 budget and will be paid from County Highway Fund, Training & Education Line Items; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer and Assistant County Engineer attend this conference as requested;

THERFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, County Auditor and the County Engineer of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

_____ _____

County Clerk County Board Chairman

T-26-28

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the County Engineer has requested approval to attend the following conference in FY2027:

Illinois Professional Land Surveyors Association 2027 Annual Conference – Crowne Plaza; Springfield, Illinois; February 3-5, 2027; and

WHEREAS, these items are included in the FY 2027 budget and will be paid from County Highway Fund, Training & Education Line Items; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer attend these conferences as requested;

THERFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, County Auditor and the County Engineer of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

_____ _____

County Clerk County Board Chairman

T-26-29

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

R E S O L U T I O N

WHEREAS, an improvement is planned for replacement of the bridge carrying Township Route 141 (Furrow Road) over Lost Creek under the jurisdiction of Cincinnati Road District (Section 19-02127-00-BR); and

WHEREAS, as part of said improvement it is necessary for the attached *Local Public Agency Engineering Services Agreement* to be completed between Tazewell County and Millennia Professional Services for Phase III construction engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Millennia Professional Services; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Engineering Services Agreement* and authorize the County Board Chairman to sign said agreement; and

WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

THEREFORE BE IT RESOLVED, that the County Board approve this recommendation.

BE IT FURTHER RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk	County Board Chairman

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell County	Tazewell	19-02127-00-BR	C-94-050-25

Project Number	Contact Name	Phone Number	Email
NWU1(759)	Paul Augspurger	(309) 925-5532	paugspurger@tazewell-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Furrow Road	TR 141	0.19	SN 090-3257

Location Termini

Furrow Road near Pfanz Road, Station 7+00 to 17+00, approximately two miles east of South Pekin.

Add Location | Remove Location

Project Description

Removal of existing structure and construction of a single-span plate girder bridge carrying Furrow Road over Lost Creek. Work also includes HMA approach pavement, guardrail, and other required work.

Engineering Funding ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Millennia Professional Services	Steve Dietz	(309) 321-8141	sdietz@millennia.pro

Address	City	State	Zip Code
850 N. Main St.	Morton	IL	61550

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
    (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
    (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and
            (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Millennia Professional Services	20-0886076	$276,837.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
N/A		
	Subconsultant Total	
	Prime Consultant Total	$276,837.00
	Total for all work	$276,837.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type: County of Local Public Agency: Tazewell County

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Tazewell County

Local Public Agency Type: County Clerk

Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Millennia Professional Services

By (Signature & Date): Diane M. Swanson Digitally signed by Diane M. Swanson Date: 2026.11.05 14:25:33 -06'00'

Title: Controller

By (Signature & Date): Stephan M. Dietz Digitally signed by Stephan M. Dietz Date: 2026.11.05 14:01:17 -06'00'

Title: Executive Vice President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Millennia Professional Services	Tazewell	19-02127-00-BR

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Provide on-site Construction Engineering (Phase 3) and Materials Testing services for the Furrow Road Bridge Project. This includes construction inspection, project documentation, materials QA testing, and project closeout in accordance with IDOT Standards.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Millennia Professional Services	Tazewell	19-02127-00-BR

EXHIBIT B
PROJECT SCHEDULE

This project is scheduled for a November 6, 2026 IDOT Letting. It has 70 Working Days. It is anticipated that Construction will be complete by September 2027 with project documentation complete by November 2027. Final Audit and Project Closeout are anticipated to be complete by June 2028, but are dependent on IDOT's schedule.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Millennia Professional Services	Tazewell	19-02127-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 10/12/26

Method(s) used for advertisement and dates of advertisement

Advertised in the Pekin Daily Times and posted on the Tazewell County website. Additionally the solicitation was sent via Tri-County's procurement email list.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Technical Approach	5%
Firm Experience and Expertise	20%
Staff Experience and Expertise	40%
Workload Capacity	10%
Past Performance	15%
Local Presence	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Dan Parr - Tazewell County Engineer, Paul Augspurger - Assistant County Engineer - Phil Rankin - Engineering Technician

	Top three consultants ranked for this project in order
1	Millennia Professional Services
2	Maurer-Stutz
3	Fehr Graham

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell County	Millennia Professional Services	Tazewell	19-02127-00-BR

14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☒	☐

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Tazewell County	Tazewell	

Prime Consultant (Firm) Name	Prepared By	Date
Millennia Professional Services	Steve Dietz	10/29/2026

Consultant / Subconsultant Name	Job Number
Millennia Professional Services	N/A

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**11**	**MONTHS**	**OVERHEAD RATE**	**138.33%**
START DATE	**2/1/2027**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/11/2028**		**% OF RAISE**	**3.00%**
END DATE	12/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2027	12/31/2027	11	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Tazewell County	Tazewell	

Consultant / Subconsultant Name	Job Number
Millennia Professional Services	N/A

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**0.00%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Project Manager	$82.43	$82.43
Senior Project Engineer	$71.25	$71.25
Project Manager	$60.31	$60.31
Project Engineer	$52.00	$52.00
Engineer III	$43.28	$43.28
Engineer II	$37.26	$37.26
Engineer I	$32.98	$32.98
Technician VII	$68.00	$68.00
Technician V	$49.71	$49.71
Technician IV	$42.90	$42.90
Technician III	$35.28	$35.28
Technician II	$28.11	$28.11
Technician I	$23.29	$23.29

Local Public Agency	County	Section Number
Tazewell County	Tazewell	

Consultant / Subconsultant Name	Job Number
Millennia Professional Services	N/A

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
N/A		

Total **0.00** **0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Tazewell County	Tazewell	

Consultant / Subconsultant Name	Job Number
Millennia Professional Services	N/A

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	276	$90.00	$24,840.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	175	$17.64	$3,087.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$27,927.00**

Local Public Agency
Tazewell County

County
Tazewell

Section Number

Consultant / Subconsultant Name
Millennia Professional Services

Job Number
N/A

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 138.33%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Inspection	27,927	2538	88,522	122,453	29,212		268,114	96.85%
Project Management		39	3,215	4,447	1,061		8,723	3.15%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					0.00			
TOTALS	27,927	2577	91,737	126,900	30,273	-	276,837	100.00%

Local Public Agency
Tazewell County

County
Tazewell

Section Number

Consultant / Subconsultant Name
Millennia Professional Services

Job Number
N/A

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Project Management											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Manager	82.43	39.0	1.51%	1.25				39	100.00%	82.43									
Senior Project Engineer	71.25	0.0																	
Project Manager	60.31	0.0																	
Project Engineer	52.00	0.0																	
Engineer III	43.28	0.0																	
Engineer II	37.26	0.0																	
Engineer I	32.98	0.0																	
Technician VII	68.00	165.0	6.40%	4.35	165	6.50%	4.42												
Technician V	49.71	0.0																	
Technician IV	42.90	0.0																	
Technician III	35.28	1,478.0	57.35%	20.23	1478	58.23%	20.55												
Technician II	28.11	895.0	34.73%	9.76	895	35.26%	9.91												
Technician I	23.29	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		2577.0	100%	$35.60	2538.0	100.00%	$34.88	39.0	100%	$82.43	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

R E S O L U T I O N

WHEREAS, bridge replacement has become necessary under Section 25-17117-01-BR for the bridge on Schuttler Road (TR 173) over Drainage Ditch (Existing Structure No. 090-3182) necessitating an agreement for engineering services; and

WHEREAS, an agreement titled *Local Public Agency Engineering Services Agreement* has been developed to provide funding for said preliminary engineering services; and

WHEREAS, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and Maurer Stutz, Inc.; and

WHEREAS, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Local Public Agency Engineering Services Agreement* and authorize the County Board Chairman to sign said agreement; and

WHEREAS, said agreement shall be subject to approval by the Illinois Department of Transportation, and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action as well as submit four certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk	County Board Chairman

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Using State Funds (Non-MFT/TBP)? ☐ Yes ☒ No

Agreement For: MFT/TBP - PE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Tazewell	Tazewell	25-17117-01-BR	

Project Number	Contact Name	Phone Number	Email
	Paul Augspurger	(309) 925-5532	PAugspurger@tazewell-il.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Schuttler Road	TR 173		090-3182

Location Termini: Over Drainage Ditch (Breedlove Ditch)

Add Location | Remove Location

Project Description:

Provide Phase I Preliminary Engineering for replacement of the structure on Schuttler Road over a Drainage Ditch in Spring Lake Township in Tazewell County.

Engineering Funding: ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☐ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Maurer-Stutz, Inc.	Jeff D. Spiller	(309) 693-7615	jdspiller@mstutz.com

Address	City	State	Zip Code
3116 N. Dries Ln; Ste 100	Peoria	IL	61604

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT 1: Scope of Services

☒ EXHIBIT 2: Project Schedule

☒ EXHIBIT 3: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT 4: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)

☐ EXHIBIT __ : Direct Costs Summary Sheet

☒ Location Map

☒ Boring Proposal

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
   (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
   (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
   (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit 3).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
    (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
    (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
    (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
    (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
    (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

    Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.
8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

    If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

    The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
        (a) Publishing a statement:
            (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
            (2) Specifying actions that will be taken against employees for violations of such prohibition.
            (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
                (a) abide by the terms of the statement; and
                (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
        (b) Establishing a drug free awareness program to inform employees about:
            (1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	27-1013849	$97,763.98

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	$97,763.98
	Total for all work	$97,763.98

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type: County of Local Public Agency: Tazewell

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Tazewell

Local Public Agency Type: County Clerk

Title: County Board Chairman

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Maurer-Stutz, Inc.

By (Signature & Date): George B Merkle Digitally signed by George B Merkle Date: 2026.10.29 08:54:35 -05'00'

By (Signature & Date): Jeffry D. Spiller Digitally signed by Jeffry D. Spiller Date: 2026.10.29 11:59:52 -05'00'

Title: Senior Project Engineer

Title: Associate Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOTs collection and use of confidential information review the department's Identity Protection Policy.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	25-17117-01-BR

EXHIBIT 1
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Complete Phase I Preliminary Engineering including Road and Hydraulic Survey, Soil Borings, Structure Type Investigation, Preliminary Design and Alignment Study, PBD&HR, ESR and PESA Screenings, ESR, and Utility Coordination.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	25-17117-01-BR

EXHIBIT 2
PROJECT SCHEDULE

Project Begins December 1, 2026
Complete ESR April 2, 2027
Submit PBD&HR June 4, 2027
Complete Phase I Preliminary Engineering December 31, 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Tazewell	Maurer-Stutz, Inc.	Tazewell	25-17117-01-BR

Exhibit 3
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed.Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters.If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐

Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☐
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☐
11	Were acceptable costs for this project verified?	☐	☐
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☐
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☐
14	QBS according to State requirements used?	☒	☐
15	Existing relationship used in lieu of QBS process?	☐	☒
16	LPA is a home rule community (Exempt from QBS).	☒	☐

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Tazewell	Tazewell	25-17117-01-BR

Prime Consultant (Firm) Name	Prepared By	Date
Maurer-Stutz, Inc.	George B. Merkle	10/20/2026

Consultant / Subconsultant Name	Job Number
Maurer-Stutz, Inc.	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**13**	**MONTHS**	**OVERHEAD RATE**	**182.87%**
START DATE	**12/1/2026**		**COMPLEXITY FACTOR**	**0**
RAISE DATE	**7/1/2027**		**% OF RAISE**	**3.00%**
END DATE	12/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2026	7/1/2027	7	53.85%
1	7/2/2027	1/1/2028	6	47.54%

The total escalation = 1.38%

Local Public Agency	County	Section Number
Tazewell	Tazewell	25-17117-01-BR

Consultant / Subconsultant Name	Job Number
Maurer-Stutz, Inc.	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**1.38%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
PE IX	$78.00	$79.08
PE VIII	$72.17	$73.17
PE VII	$62.88	$63.75
PE VI	$54.08	$54.83
PE V	$51.00	$51.71
PE III	$44.00	$44.61
SE VII	$67.00	$67.93
PLS VII	$63.25	$64.13
PLS V	$52.50	$53.23
ENGR IV	$43.00	$43.60
ENGR III	$41.00	$41.57
ENGR II	$37.25	$37.77
SC/DES TECH VI	$44.88	$45.50
SC/DES TECH V	$41.38	$41.95
SC/DES TECH III	$37.25	$37.77
TECH V	$40.25	$40.81
TECH III	$29.75	$30.16
TECH II	$25.50	$25.85
TECH I	$21.40	$21.70
GEOSPATIAL GROUP MANAGER VII	$59.50	$60.32
GEOSPATIL ENGINEER VI	$50.00	$50.69
GEOSPATIL PROJECT MANAGER	$41.25	$41.82
GEOSPATIAL Specialist III	$36.75	$37.26
GEOSPATIAL Specialist II	$33.25	$33.71
GEOSPATIAL Specialist I	$32.00	$32.44
PROJECT ADMINISTRATOR V	$35.88	$36.38

Local Public Agency	County	Section Number
Tazewell	Tazewell	25-17117-01-BR

Consultant / Subconsultant Name	Job Number
Maurer-Stutz, Inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant

Total **0.00** **0.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
Tazewell	Tazewell	25-17117-01-BR

Consultant / Subconsultant Name	Job Number
Maurer-Stutz, Inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	5	$90.00	$450.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)	118	$11.11	$1,310.98
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost	1	$25.00	$25.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Geotechnical Investigation	Actual Cost	1	$8,100.00	$8,100.00
Environmental Data Resources	Actual Cost	1	$170.00	$170.00
				$0.00
			TOTAL DIRECT COSTS:	**$10,055.98**

Local Public Agency: Tazewell

County: Tazewell

Section Number: 25-17117-01-BR

Consultant / Subconsultant Name: Maurer-Stutz, Inc.

Job Number:

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 182.87%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Survey/Exist ROW Prop Lines	475	116	4,667	8,534	1,540		15,216	15.56%
Soil Borings/Geotech Analysis	8,100	13	826	1,511	273		10,710	10.96%
Structure Investigation	44	10	596	1,090	197		1,927	1.97%
Roadway Design	622	94	4,492	8,215	1,482		14,811	15.15%
Structure Design	200	68	4,121	7,537	1,360		13,218	13.52%
Hydraulic Analysis/PBD&HR	400	146	7,705	14,090	2,543		24,738	25.30%
ESR Screening/Submittal	44	39	1,699	3,106	561		5,410	5.53%
PESA Screening	170	10	501	916	165		1,752	1.79%
Utility Coordination		14	589	1,076	194		1,859	1.90%
Administration/Management		36	2,143	3,918	707		6,768	6.92%
QA		6	429	784	141		1,354	1.38%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL					0.00			
TOTALS	10,056	552	27,768	50,777	9,163	-	97,764	100.00%

Direct Costs total must equal total on Direct Costs tab

Local Public Agency
Tazewell

County
Tazewell

Section Number
25-17117-01-BR

Consultant / Subconsultant Name
Maurer-Stutz, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Survey/Exist ROW Prop Lines			Soil Borings/Geotech Analysis			Structure Investigation			Roadway Design			Structure Design		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PE IX	79.08	0.0																	
PE VIII	73.17	22.0	3.99%	2.92							1	10.00%	7.32	2	2.13%	1.56			
PE VII	63.75	55.0	9.96%	6.35				1	7.69%	4.90	4	40.00%	25.50	8	8.51%	5.43			
PE VI	54.83	51.0	9.24%	5.07				4	30.77%	16.87	3	30.00%	16.45				38	55.88%	30.64
PE V	51.71	74.0	13.41%	6.93	2	1.72%	0.89				2	20.00%	10.34	8	8.51%	4.40			
PE III	44.61	66.0	11.96%	5.33	12	10.34%	4.61							40	42.55%	18.98			
SE VII	67.93	48.0	8.70%	5.91				8	61.54%	41.80							30	44.12%	29.97
PLS VII	64.13	14.0	2.54%	1.63	12	10.34%	6.63												
PLS V	53.23	0.0																	
ENGR IV	43.60	0.0																	
ENGR III	41.57	0.0																	
ENGR II	37.77	25.0	4.53%	1.71															
SC/DES TECH VI	45.50	94.0	17.03%	7.75										36	38.30%	17.43			
SC/DES TECH V	41.95	11.0	1.99%	0.84	10	8.62%	3.62												
SC/DES TECH III	37.77	0.0																	
TECH V	40.81	40.0	7.25%	2.96	40	34.48%	14.07												
TECH III	30.16	40.0	7.25%	2.19	40	34.48%	10.40												
TECH II	25.85	0.0																	
TECH I	21.70	0.0																	
GEOSPATIAL GROUP MA	60.32	0.0																	
GEOSPATIL ENGINEER V	50.69	0.0																	
GEOSPATIL PROJECT MA	41.82	0.0																	
GEOSPATIAL Specialist III	37.26	0.0																	
GEOSPATIAL Specialist II	33.71	12.0	2.17%	0.73															
GEOSPATIAL Specialist I	32.44	0.0																	
PROJECT ADMINISTRATO	36.38	0.0																	
		0.0																	
TOTALS		552.0	100%	$50.30	116.0	100.00%	$40.23	13.0	100%	$63.58	10.0	100%	$59.61	94.0	100%	$47.79	68.0	100%	$60.61

Local Public Agency
Tazewell

County
Tazewell

Section Number
25-17117-01-BR

Consultant / Subconsultant Name
Maurer-Stutz, Inc.

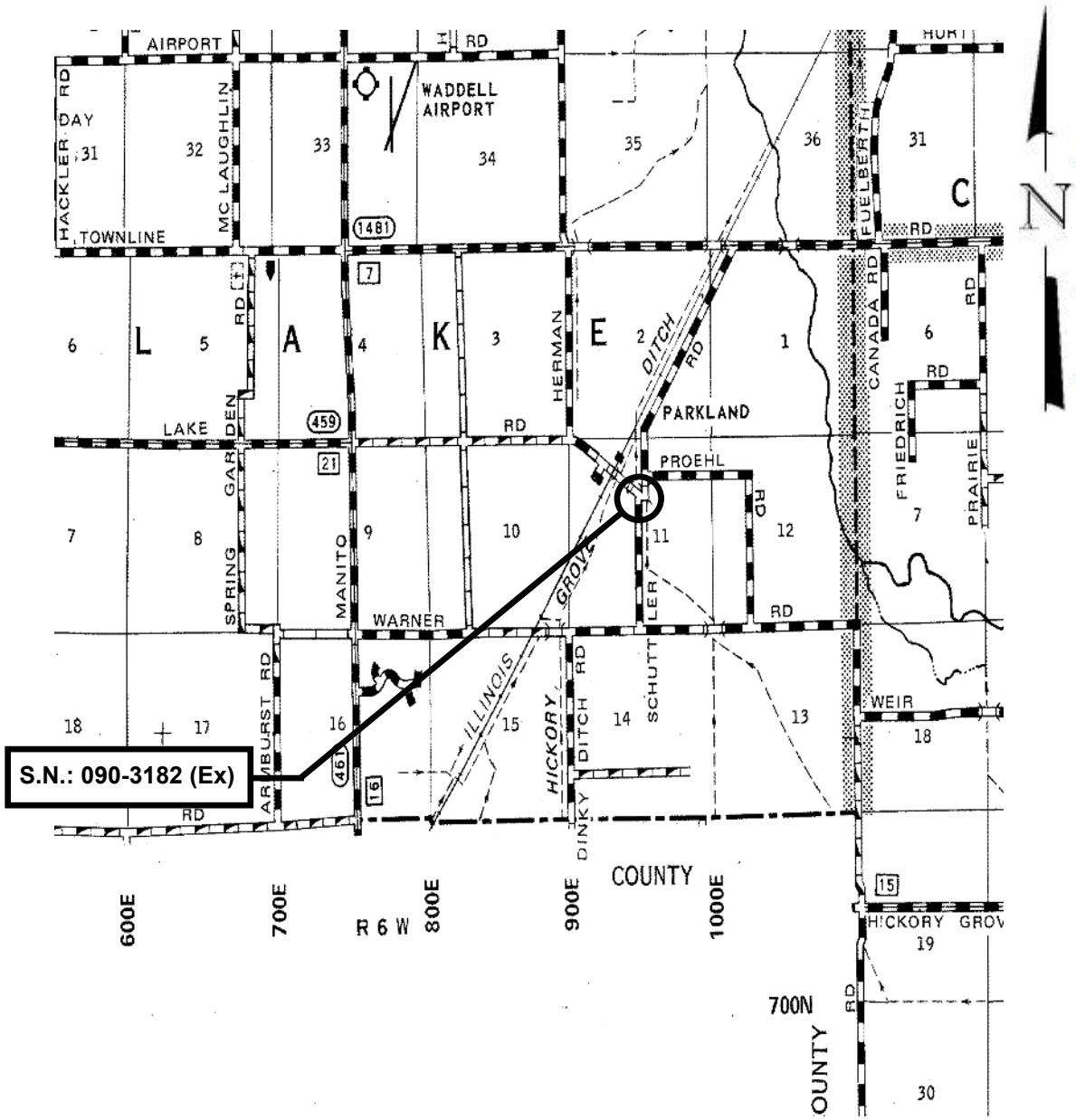
Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 **OF** 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Hydraulic Analysis/PBD&HR			ESR Screening/Submittal			PESA Screening			Utility Coordination			Administration/Management			QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PE IX	79.08																		
PE VIII	73.17	8	5.48%	4.01	1	2.56%	1.88	1	10.00%	7.32	1	7.14%	5.23	4	11.11%	8.13	4	66.67%	48.78
PE VII	63.75	32	21.92%	13.97	2	5.13%	3.27	1	10.00%	6.38	1	7.14%	4.55	6	16.67%	10.63			
PE VI	54.83													6	16.67%	9.14			
PE V	51.71	58	39.73%	20.54										4	11.11%	5.75			
PE III	44.61	12	8.22%	3.67										2	5.56%	2.48			
SE VII	67.93													8	22.22%	15.10	2	33.33%	22.64
PLS VII	64.13													2	5.56%	3.56			
PLS V	53.23																		
ENGR IV	43.60																		
ENGR III	41.57																		
ENGR II	37.77	12	8.22%	3.10	12	30.77%	11.62							1	2.78%	1.05			
SC/DES TECH VI	45.50	24	16.44%	7.48	20	51.28%	23.33	8	80.00%	36.40	4	28.57%	13.00	2	5.56%	2.53			
SC/DES TECH V	41.95													1	2.78%	1.17			
SC/DES TECH III	37.77																		
TECH V	40.81																		
TECH III	30.16																		
TECH II	25.85																		
TECH I	21.70																		
GEOSPATIAL GROUP MAN/	60.32																		
GEOSPATIL ENGINEER VI	50.69																		
GEOSPATIL PROJECT MAN	41.82																		
GEOSPATIAL Specialist III	37.26																		
GEOSPATIAL Specialist II	33.71				4	10.26%	3.46				8	57.14%	19.26						
GEOSPATIAL Specialist I	32.44																		
PROJECT ADMINISTRATOR	36.38																		
TOTALS		146.0	100%	$52.77	39.0	100%	$43.56	10.0	100%	$50.09	14.0	100%	$42.04	36.0	100%	$59.52	6.0	100%	$71.42



LOCATION MAP

for

TR 173 (Schuttler Road) over
Drainage Ditch
Section 25-17117-01-BR
Spring Lake Township Road District
Tazewell County
SW ¼ NE ¼ S 11 T23N R6W 3rd PM

Location Map

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

October 12, 2026

Jeff Spiller
Maurer-Stutz Inc
Via Email: jdspiller@mstutz.com

Re: Proposal for Services
Tazewell County, IL - Highway Department
TR 173 Schuttler Road Over Drainage Ditch
Section 25-17117-01-BR
Tazewell County, Illinois

Dear Jeff:

Thank you for the opportunity to submit a Proposal for the geotechnical exploration services for the above referenced project.

Geotechnical Exploration

We assume site access is suitable for our track-mounted rotary drill rig. Two borings to a depth of 75-feet below current grades are planned for this project. Unless staked by the Client, boring locations will be staked by IMEG using manual field methods based on preliminary plans and information provided by the Client.

The as-drilled boring locations may be adjusted to provide adequate working room for our equipment, to avoid known buried obstructions or marked utilities, and to safely advance the borings. The borings will be advanced until the pre-selected termination depth or until auger refusal is encountered. No rock coring is included in our scope of services. At completion of exploration activities, all borings will be backfilled with the available auger cuttings.

Following completion of the soil borings, recovered samples will be examined and subjected to laboratory testing as determined by the geotechnical engineer. Our deliverable for the project will include soil boring logs (IDOT Format) with pertinent information including soil type, N-values, Qu values, moisture content, and ground water levels observed at the time of exploration. No geotechnical engineering report is anticipated.

Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

This Proposal does not include restoration of potential rutting or site damage due to the trafficking by IMEG's exploratory equipment. Any restoration of the site should be accepted and completed by the Client.

1. IMEG will submit public utility locates through the appropriate entity. Any private utilities should be identified by the Client and conveyed to IMEG prior to providing written notice to proceed.

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

2. Normal work hours for IMEG are Monday through Friday between 7 AM and 4 PM. If execution of services outside normal working hours is preferred, please contact us as our fee will require a price adjustment.

3. Client has secured right of entry for IMEG to complete its scope of services above.

4. Documentation (i.e. design drawings, maintenance records, etc.) of the existing systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

5. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

Engineer of Record: IMEG is not the engineer of record for this Project and, therefore, shall not be responsible nor liable for the methods, techniques, procedures, design plans, drawings, specifications or other work product developed by the engineer of record.

Compensation

We propose to provide the services described above for a fixed fee of $8,100. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

If suitable bearing soils are not encountered at the pre-determined boring termination depth, IMEG will contact the Client and request permission to advance the boring further. Any additional drilling below the pre-determined boring termination depth will be invoiced at $30 per foot (includes laboratory testing of recovered samples within interval). Likewise, should more than a single mobilization to the project be required due to either coordination or circumstances outside our control, subsequent mobilizations will be invoiced at $800 per mobilization event.

Project Expenses

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.

2. Necessary consultants as approved by Client.

3. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

4. Postage and delivery charges.

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

5. Expenses for safety training, background checks, vendor registration sites, and drug testing to access the site.

Additional Services

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Negotiations or delays resulting from the client, contractor, or owner's failure to secure right-of entry for IMEG to complete the work.
2. Any additional crew waiting time necessary for access to site (i.e., locked access gates, equipment, or materials preventing access to the planned boring locations, etc.) site specific badging/training required, or penetration through obstructions will be invoice at $230/hour.
3. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
4. Civil, structural, mechanical, electrical, or technology design of any kind.
5. Survey services to reference actual boring locations to a control plan and Client supplied datum.
6. Construction phase services.

Closing

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Proposal will be implied and contractually binding.

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

IMEG Consultants Corp.

Signed by:
Scott Osmulski
1275EC139EF7453...
Scott Osmulski, Senior Field Technician 1
Scott.M.Osmulski@imegcorp.com

Signed by:
John B. Fellman
74EC1263D8854D5...
John Fellman, Client Executive
John.B.Fellman@imegcorp.com

Accepted: Maurer-Stutz Inc

Signed by:
Jeffry Spiller
3485102D4854444...
Jeff Spiller

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

Terms and Conditions

1. Definitions:

"Agreement" - Collectively IMEG's proposal, these Standard Terms and Conditions, IMEG's Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

"Change Order" - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

"Client" - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

"Day(s)" - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

"IMEG" - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

"Losses" - Any loss, liability, claim, damage, cost, expense, and reasonable attorney's fees.

"Party" - Each of IMEG and Client; "Parties" means IMEG and Client collectively.

"Project" - The specific project for which Services are performed pursuant to this Agreement.

"Project Owner" - The party responsible for the initiation, funding, and oversight of the Project.

"Services" - The services or work performed by IMEG in any office location for Client on the Project.

"Standard Hourly Rates" - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location ("Standard of Care"). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG's negligence as defined in Section 11, throughout the Project's duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client's other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG's personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor's work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor's or subcontractor's performance or the failure of contractor's or subcontractor's work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of $100,000. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

Docusign Envelope ID: BA93E9E2-95E5-8B05-80CD-55D5A01E97D9

2026 STANDARD HOURLY RATES - Civil
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	$235
Client Executive / Market Director	$225
Project Executive	$190
Senior Project Manager 2	$185
Senior Project Manager 1	$170
Engineer of Distinction	$200
Senior Engineer 3	$180
Senior Engineer 2	$170
Senior Engineer 1	$155
Project Engineer 2	$145
Project Engineer 1	$135
Landscape Architect of Distinction	$190
Senior Landscape Architect 3	$180
Senior Landscape Architect 2	$160
Senior Landscape Architect 1	$150
Project Landscape Architect 2	$140
Project Landscape Architect 1	$135
Planner of Distinction	$190
Senior Planner 3	$180
Senior Planner 2	$160
Senior Planner 1	$150
Project Planner 2	$140
Project Planner 1	$135
Planner 2	$105
Planner 1	$95
Planner Technician 2	$90
Planner Technician 1	$80
Graduate (Designer / Planner) 2	$120
Graduate (Designer / Planner) 1	$110
Surveyor of Distinction	$185
Senior Land Surveyor 3	$155
Senior Land Surveyor 2	$140
Senior Land Surveyor 1	$135
Project Surveyor 2	$125
Project Surveyor 1	$120
Senior Crew Chief 3	$135
Senior (Crew Chief / Coordinator) 2	$130
Senior (Crew Chief / Coordinator) 1	$125
(Crew Chief / Senior Technician / Project Coordinator) 2	$120
(Crew Chief / Senior Technician / Project Coordinator) 1	$115
Technician 4 / Graduate Surveyor 2	$105
Technician 3 / Graduate Surveyor 1	$100
Technician 2	$90
Technician 1	$80
Designer of Distinction	$165
Senior Designer 3	$150
Senior Designer 2	$140
Senior Designer 1	$135
Project Designer 2	$125
Project Designer 1	$120
Designer 2	$110
Designer 1	$100
Design Technician 2	$90
Design Technician 1 / Intern	$85
Senior Construction Administrator	$135
Construction Administrator	$130
Project Coordinator	$100
Senior Environmental Specialist 3	$180
Senior Environmental Specialist 2	$165
Senior Environmental Specialist 1	$150
Senior Engagement Specialist 1	$145
Environmental Specialist 1	$140
Environmental Technician 1	$125
GIS System Architect	$125
GIS Analyst	$120
Graduate (GIS Analyst) 2	$115
Graduate (GIS Analyst) 1	$105
Senior Administrative Assistant	$90
Administrative Assistant	$80

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the County Engineer has received approval and budgeted to acquire new equipment from the FY 2027 County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559;

WHEREAS, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, *et seq.*), the County may purchase personal property, supplies, and services by joining with other governmental units; and Illinois State Statues authorize county governments to joinly purchase supples; and

WHEREAS, the County participates in the Sourcewell cooperative purchasing program, which establishes contracts for a variety of products and services through public and competitive solicitations, and permits member governments to purchase products and services through those contracts; and

WHEREAS, Sourcewell has identified Altorfer Inc. as an awarded vendor; and

WHEREAS, the Transportation Committee received a Purchase Agreement for one (1) new Mini Excavator; and

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the Purchase Agreement of Altorfer Inc., for a total amount not to exceed of $134,433.60, for a new Caterpillar 306-07CR Next-Gen Mini Excavator, with attachments and equipment as specified, to be paid from County Highway Tax Funds, Highway Equipment, Account Number 211-400-5559.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee and authorize the County Engineer to execute said contract after November 30, 2026.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk

County Board Chairman

ALTORFER INC. PRODUCTS PURCHASE ORDER

Date:	11/4/2026	**Salesman Name:**	Regan Jones	☑ NEW ☐ RPO ☐ Conversion ☐ USED	
Customer Name:	Tazewell County Highway Department	**Customer No:**	426225		
Address:	21308 State Route 9	**F.O.B. POINT:**	PIA		
City, State, Zip	Tremont, IL 61568	**Type of Work:**	201		
Phone:	309-925-5532	**Email:**	dparr@tazewell.com		
Sales Contact:	Dan Parr				
Purchase Order No.					

ID NO	TBD	MODEL	306-07	S/N	TBD	Sale Price
(1) NEW 2027 CATERPILLAR 306-07CR NEXT-GEN MINI EXCAVATOR W/ CAT 24" HD BUCKET						**$142,305.00**
Deluxe Next-Gen Cab w/ Heat, A/C, Defrost, Fully-Retractable Front Window, Next-Gen Advanced Monitor						
w/ Rear-View Camera, CAT Mech. Suspension Fabric Seat, Next-Gen Stick-Steer Mode, Next-Gen Cruise						
Control Mode, Power Angle Blade w/ Float Function, 2-Speed Travel, 16" Rubber Belt Tracks, LED Lights,						
Long-Stick Configuration w/ Thumb-Ready Stick, Swing Boom, 120V Block Heater, EOU Hardware &						
SEA Indicate w/ SEA E-Fence Tech. (Indicate only grade control system), CAT Hyd. PG Quick Coupler w/						
CAT Hyd. Thumb						
Includes 84 Months / 2,000 Hours PREMIER EPP (Warranty)						
Includes PM2 Kit (first set of oil filters for PM2 at 12 months or 500 hours) (excludes oil & labor)						
Added Options:	**SOURCEWELL / GOV'T DISCOUNT (20%)**					**-$28,461.00**
	ADDITIONAL ALTORFER LOCAL GOV'T DISCOUNT					**-$5,000.00**
	638-9354 EXTRA COUNTERWEIGHT KIT (1,100 LBS.) (Installed by Altorfer Shop)					**$3,500.00**
	279-4327 CAT BUCKET - DC, 51", 5-6T					**$1,660.00**
	275-0999 BRACKET, A41-A68, MHE 5T, 45MM					**$688.00**
	RETRO-FIT CURRENT A41 AUGER TO WORK WITH 306 (NEW LINES, INSTALL BKT.)					**$1,000.00**
	646-4929 NEW CAT MULCHER, HM608, 6T					**$22,819.00**
	609-6156 CASE DRAIN KIT, MHE 6T (Altorfer Shop to Install)					**$156.00**
	ALTORFER SHOP - INSTALL MULCHER & TEST					**$1,000.00**
	SOURCEWELL / GOV'T DISCOUNT ON WORK TOOLS (20%)					**-$5,233.40**
Payment Terms:					**Total Purchase Price**	**$134,433.60**
☑ Due Upon Receipt				**Cash Deal - Gov't Exempt**		
☐ Caterpillar Financial Terms:						
☐ Other Financial Terms:						

Bill of Sale for Property Taken In Trade
(See terms and conditions row 17 for more information)

Year	Make	Model	Serial No	Allowance
No Trade				

Sale Price After Trade Allowance	**$134,433.60**
EXEMPT **Sales Tax:**	$0.00
Rental applied:	$0.00
EM Solution:	$0.00
Payoffs:	$0.00
Other (Doc Fee):	$0.00
Balance Due:	$134,433.60
Cash with Order:	**$0.00**
Total Balance Payable:	**$134,433.60**

Customer Signature: N/A

WARRANTY ON EQUIPMENT EXTENDED BY SELLER

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser. The warranty coverage is outlined below and indicated by the box checked.

Extended Warranties start at delivery date.

☑ NEW Standard Factory Warranty ☑ Extended Warranty:

Note: Extended warranties start on Delivery Date.

84 Months / 2,000 Hours PREMIER EPP

☐ USED, AsIs,WhereIs ☐ Note Special Agreements:

☑ We, the Purchaser, understand that ANY warranty work is to be completed in an Altorfer facility only. For ANY warranty work completed "in the field" after the standard warranty expires, travel time and mileage charges will apply.

Customer Initials: DP

EQUIPMENT MANAGEMENT AND PRODUCT LINK

Your Machine(s) has been enrolled in the following EMSolutions: Level 3 Package to include Product Link installed and activated, VisionLinkTM access and training, reports and recommendations, and PartStoreTM access (new in territory sales only),12 Month / 500 HR Level 4 Basic CVA, that will include one (1) PM2 Kit.* (Does not include air filters, oil or labor. New in territory sales only)

☑ Yes ☐ No Your agreement includes PM-2 500 hour parts kit customer value agreement (CVA)

AUTHORIZED SIGNATURES

Acceptance Recommended By Salesman:	Regan Jones
Accepted this	day of
by Altorfer	
Customer Signature	
Title	County Engineer
Customer Print Name	**Tazewell County Highway Department**

This order is subject to the attached terms and conditions

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. NEW WARRANTY. New Caterpillar products are sold subject to the terms of the applicable warranty. Copies of the warranty applicable to this purchase are attached hereto and the customer, by initialing below, acknowledges the receipt of the listed warranties.

Initials	Form	Date	Initials	Form	Date
	Self 5070				
	Self 5069 (Century Line)				

2. USED WARRANTY. Dealer guarantees a used machine against mechanical failure for a period of _____ days or _____ service meter hours (whichever comes first) as set out below. Dealer will pay _____ % and the Customer _____ % of the cost of repairs.

a. Warranty covers both parts and labor necessary to repair an inoperative machine.
b. Dealer and Customer will share the cost of such repairs (including replacement parts, labor, service expense and mileage as required) in the proportion shown above.
c. Customer agrees to promptly report to Dealer any mechanical failures that occur during the term of this agreement, and to make the machine available on request to Dealer during its regular daytime working hours; if the Customer desires the work done outside of regular hours, Customer agrees to pay the difference between standard rates and overtime rates in effect at that time.
d. Warranty period begins on the date of delivery of the machine to the Customer.
e. Warranty does not cover expendable items such as glass, tires, cable, hoses, cutting edges, filters, oils, grease, electrical equipment, batteries, etc.
f. Dealer reserves the right to inspect the machine at any time, and to refuse any claim resulting from negligence or abuse.
g. All repair work is to be performed by Dealer except as otherwise authorized by Dealer.
h. IF THE PARTICIPATION IN COST OF REPAIRS OF DEALER IS SHOWN AS “NONE,” THE MACHINE IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, AND AT THE CUSTOMER’S ENTIRE RISK AND RESPONSIBILITY.

THE ABOVE WARRANTIES, IF ANY, ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THERE IS NO WARRANTY OF MERCHANTABILITY; THERE IS NO WARRANTY THAT THE EQUIPMENT SHALL BE FIT FOR ANY PARTICULAR PURPOSE OR USE; NO WARRANTIES EXTEND BEYOND THE DESCRIPTIONS CONTAINED HEREIN.

3. CONDITION OF TRADE-IN. If, in the opinion of the Dealer, the mechanical condition of the trade-in (if any) is substantially different when it is turned over to the Dealer than it was when this Purchase Order was signed, the Dealer reserves the right to request that the trade-in allowance figure be reevaluated.

4. TITLE WARRANTY. Dealer warrants full and complete title to the goods which are subject to this agreement including the warranty that (a) the Dealer has good title to the goods; (b) the Dealer has the right to convey title to the goods; (c) the goods sold shall be free and clear of encumbrances, security interests, liens and charges.

5. ACCEPTANCE. Goods sold pursuant to this agreement shall be inspected by the Customer upon arrival and any use of the goods for purposes other than inspection and testing during this period shall constitute an acceptance. If the goods fail to conform to the agreement in any way, the Customer shall notify the Dealer within five (5) days of arrival and failing such notification the goods shall be deemed to have been accepted.

6. FORCE MAJEURE. The Dealer shall not be responsible for any delay of other failure to perform caused by reason of strikes, lockouts, or other labor difficulties or by material shortages, fires, floods, and other acts of God, accidents, embargoes, acts of war, conditions caused by a national emergency, any rule, order or regulations of any governmental body or agency, delays of subcontractors, or by reason of any other act beyond the reasonable control of Dealer, and Dealer’s time for performance shall be extended accordingly. If delivery is delayed or interrupted for any such cause, Dealer may store the equipment at Customer’s expense and risk and if on premises controlled by Dealer, may charge therefor at a rate similar to that charged by a public warehouse. Any such storage be deemed delivery for the purpose of this agreement.

7. This agreement shall be construed under the laws of the State of Iowa and the United States of America. The courts of such state shall have exclusive jurisdiction over all controversies arising out of or in connection with this agreement. It is understood, however, that if any portion of this agreement is prohibited or contrary to the laws of any County, State, Province or other political subdivision in which it is used or to which it is made applicable, it shall, as to said County, State, Province or other political subdivision be ineffective and void to the extent of such prohibition or illegality without invalidating any of its remaining provisions, and to this end the provisions and clauses of this agreement are declared to be severable.

8. Any taxes or import duties imposed by the laws of any County, Dominion, State, Territory, Province, Municipality or other authority, which Dealer may be required to pay or to reimburse to others by reason of them manufacture, ownership, use or sale of any goods delivered under this agreement, will be added to the price of the goods either as a separate item or included in the invoice price of the goods, as the law may require or Dealer may determine.

9. This agreement is not subject to cancellation or to change unless requested by the Customer and accepted in writing by the Dealer. In the event of any such cancellations, the Customer shall pay the Dealer within 30 days of such cancellation reasonable costs and all other expense incurred by Dealer prior to receipt of the request for cancellation (including but not limited to engineering expenses and all commitments to its suppliers, sub-contractors, and others) plus an amount equal to fifteen percent (15%) of the total of the foregoing.

10. Any payments agreed to by the Customer and not fulfilled by the Customer on the date promised, shall be subject to a late payment penalty of 1.5% interest per month (18% per year). The minimum penalty shall be $2.00 per month. This charge will continue until the amount and interest are paid in full.

11. Purchaser is hereby notified that Altorfer Rents has assigned to CATD Exchange Services, LLC, acting in its capacity as a Qualified Intermediary, its rights (including its rights with respect to all money and any trade-ins, but none of its obligations) with respect to the sale of this equipment. Payment must be made to “CATD ES as QI for Altorfer Rents” and mailed to Altorfer Rents, P.O. Box 1347, Cedar Rapids, IA 52406.

12. REMEDIES. The rights and remedies of the Dealer shall not be exclusive but shall be cumulative and in addition to any other rights and remedies provided by any and all clauses of this Purchase Order and to all other rights and remedies in law or equity.

13. ALTORFER IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY OR DAMAGES OF ANY NATURE, PERSONAL OR PROPERTY, SUFFERED OR SUSTAINED IN THE OPERATION OF THE EQUIPMENT OR RESULTING FROM FAILURE OR INADEQUACY OF THE EQUIPMENT OR ITS COMPONENTS; AND THAT ALTORFER SHALL NOT BE DEEMED OR HELD OBLIGATED, LIABLE OR ACCOUNTABLE UPON OR UNDER ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM BEYOND THE AGREEMENTS OF SUB-PARAGRAPHS 1 OR 2 THIS AGREEMENT.

14. Any action of any type by any party to this Agreement relating to this Agreement, whether such action be for breach of contract, breach of warranty, in tort or under any other legal theory, must be commenced within two (2) years of accrual of the cause of action.

15. Customer agrees that this agreement can be filed as public notice of a lien in favor of Altorfer Inc. This filing will be made with the competent agency as designated by law. Customer affirms that this agreement creates a lien in favor of Altorfer Inc.

16. EFFECTIVE DATE OF AGREEMENT. This agreement must be approved and signed by an authorized officer/agent of Altorfer before any of its terms or conditions are valid.

17. Bill of Sale - the customer hereby certifies that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, of record or otherwise, and that same is free and clear and is their sole and absolute property.

Double click on the document to open it in a new window. Make edits as needed and exit the document. The edits will transfer to the below preview.

CATERPILLAR®

DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc.("Caterpillar").

Data transmitted to Caterpillar is used in accordance with **Caterpillar's Data Governance Statement ("DGS"),** which describes Caterpillar's practices for collecting, sharing and using data and information related to customers machines, products, Devices or other Assets and their associatedworksites. The DGS can be reviewed at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html.

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the **Cat® Remote Services - Software Update Process for select Productlink™ Telematics and Cat Equipment Control Module Software document (the "RSP Document").** The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement. Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☒

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE ☒

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings.Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supersedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Tazewell County Highway Department
Company (Print)

Dan Parr
Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID

Caterpillar: Confidential Green

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

R E S O L U T I O N

THEREFORE BE IT RESOLVED, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit scanned signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

ADOPTED this 18th day of November, 2026

ATTEST:

County Clerk	County Board Chairman

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Tazewell County	Tazewell	24-00061-05-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	PPUATS	TZ-27-02

Construction

State Job Number	Project Number
C-94-051-26	Y5R8(075)

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
N Main ST	FAS 0367	1.54 MI	00.00	01.54

Location Termini: Woodford County Line to N of US 24

Current Jurisdiction	Existing Structure Number(s)	
Tazewell County	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
N Main ST	FAP 0398	0.02 MI	00.00	00.02

Location Termini: N of US 24 to US 24

Current Jurisdiction	Existing Structure Number(s)	
Tazewell County	N/A	Remove

PROJECT DESCRIPTION

Resurfacing of North Main St.

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	24-00061-05-RS	C9405126	Y5R8(075)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

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

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.
Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA**'s calculation of federal funds expended by the **LPA** for Single Audit purposes.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5.12 That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	24-00061-05-RS	C9405126	Y5R8(075)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Brett Grimm

Title of Official

County Board Chairman

Signature | Date

The above signature certifies the agency's TIN number is

376002171 conducting business as a Governmental Entity.

DUNS Number 071430805

UEI C121C5LKZU91

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Tazewell County	Tazewell	24-00061-05-RS	C-94-051-26	Y5R8(075)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$780,000.00	*				Local	$195,000.00	BAL	$975,000.00
Total		$780,000.00		Total			Total	$195,000.00		$975,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% STU Funding NTE $780,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

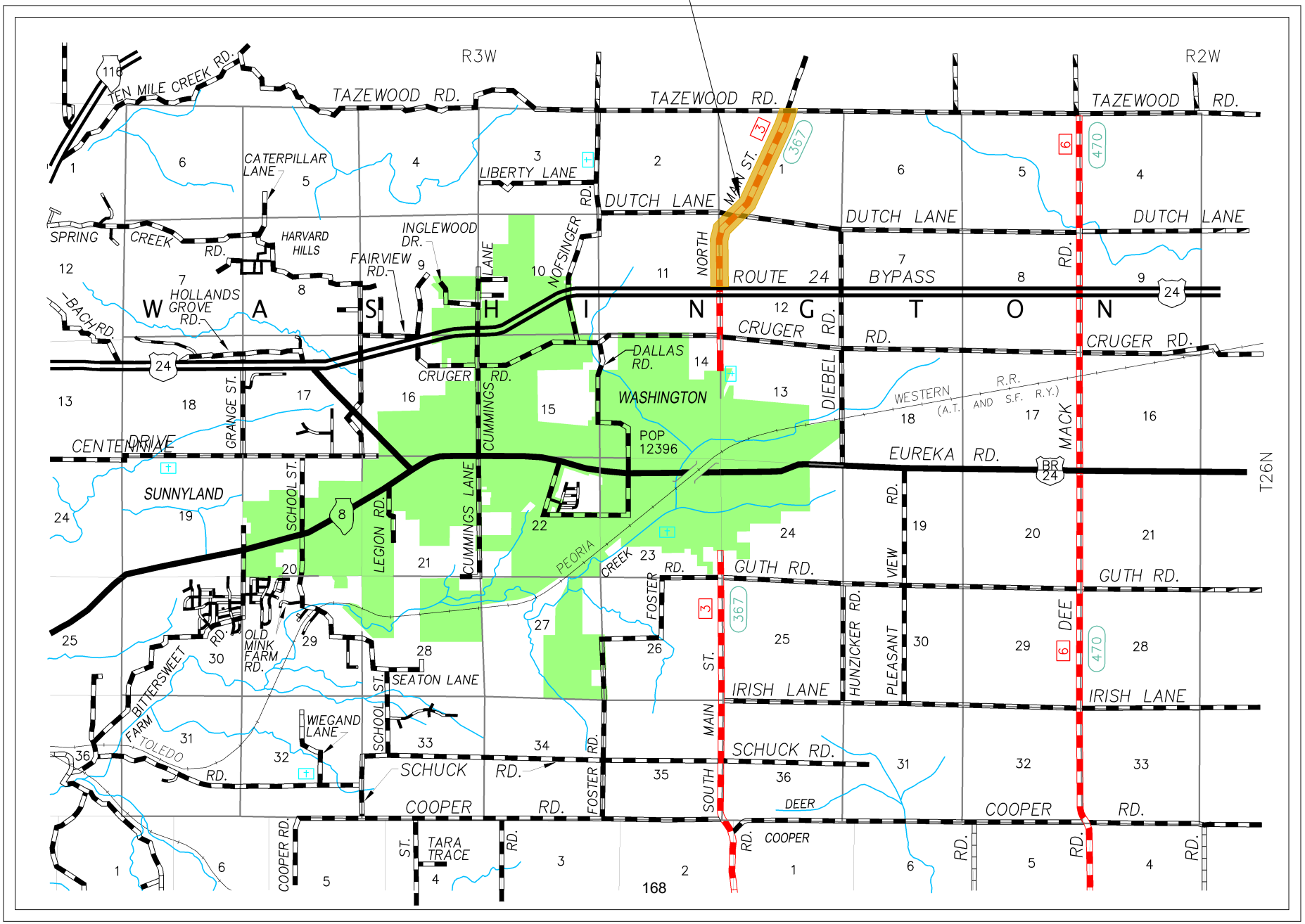
☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE 2: Location Map

Section 24-00061-05-RS

North Main Street Resurfacing



SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Tazewell County	24-00061-05-RS	Tazewell		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	2
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points -** Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	0
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	0
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	3
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	1

Summary of Risk	
General History of Performance	3
Financial Controls	0
Audits	4
Total	7

District Review Signature & Date

Tony Sassine Digitally signed by Tony Sassine Date: 2026.09.01 13:15:14 -05'00'

Central Office Review Signature & Date

Teresa Cline Digitally signed by Teresa Cline Date: 2026.10.10 20:54:58 -05'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	24-00061-05-RS	C9405126	Y5R8(075)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Tazewell County (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☒ Yes ☐ No

2. Does the Tazewell County (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current Tazewell County (LPA) fiscal year?

   ☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the Tazewell County (LPA) performed a single audit for their previous fiscal year?

   ☒ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☒ Yes ☐ No

   b. For the current fiscal year, does the Tazewell County (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Mindy Darcy	County Administrator	Tazewell County

Signature & Date

Mindy L. Darcy Digitally signed by Mindy L. Darcy Date: 2026.08.31 11:28:56 -05'00'

Local Public Agency	Section Number	State Job Number	Project Number
Tazewell County	24-00061-05-RS	C9405126	Y5R8(075)

SCHEDULE NUMBER 5

Resolution No. T-26-32

A Resolution for:

Section Number 24-00061-05-RS

State Job Number C-94-051-26

Project Number Y5R8(075)

WHEREAS, the County of Tazewell is proposing to

Resurface FAS 367 - North Main Street from Woodford County Line southernly to US 24.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the County Board

Section 1: The County Board hereby appropriates $195,000.00 or as much as may be needed to match the required funding to complete the proposed improvement from County Matching Tax Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The County Board Chairman is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The County Clerk of Tazewell is directed to transmit 2 (two) copies of the AGREEMENT and Resolution to IDOT District 4 Bureau of Local Roads and Streets.

I, John Ackerman (Name of Clerk) County (Local Public Agency Type) Clerk in and for said County (Local Public Agency Type)

of Tazewell County (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board (Governing Body Type) of Tazewell County (Name of Local Public Agency) at a meeting held on November 18, 2026 (Date)

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year) . .

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Property Committee recommends to the County Board to approve the termination of the lease agreement with Proctor Health Services ("Carle") for medical office space at 1800 Broadway, Pekin, Illinois; and

WHEREAS, the parties entered into a five-year medical office space lease on December 18, 2023 with a lease commencement date of January 1, 2024 per resolution P-23-15. An amendment to the lease, approved via resolution P-24-01, which adjusted the lease commencement date to January 1, 2025 was signed on February 2, 2024; and

WHEREAS, pursuant to prior discussions between the parties, the parties hereby agree and consent to terminate the lease early, with termination effective as of January 1, 2027; and

WHEREAS, Carle has never occupied the leased space and agrees to vacate the premises by end of day, December 31, 2026, removing any effects and personal property from the premises; and

WHEREAS, Carle agrees to make a final payment to Tazewell County of $61,200 as consideration for the early termination of the lease as negotiated between the parties.

THEREFORE BE IT RESOLVED that the County Board approve the termination of the lease agreement with Proctor Health Services ("Carle").

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Director, Facilities Director and Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER 2026

ATTEST:

_____ _____

County Clerk County Board Chairman

Docusign Envelope ID: D6448935-172B-8D88-8098-87AFEEBE1D11

carle.org | 611 W. Park Street, Urbana, IL 61801 | (217) 383-3311

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

November 5, 2026

Tazewell County
11 S. 4th St.
Pekin, IL 61554
Attn: Mindy Darcy

Re: Termination by Mutual Agreement
Lease Agreement Between
Proctor Health Systems and Tazewell County

To whom it may concern:

This letter of agreement serves to confirm the mutual agreement of the Parties to terminate the Lease Agreement between Proctor Health Systems ("**Carle**") and Tazewell County ("**Tazewell**") which is dated January 1, 2024 as amended from time to time, for those certain premises located at 1800 Broadway St., Pekin IL (the "**Lease**").

Pursuant to the prior discussions between the Parties, the Parties hereby agree and consent to terminate the Lease early, with termination effective as of January 1, 2027. Please provide the signature of an authorized representative below, and return a fully executed copy to Carle, signifying Tazewell's agreement and consent to terminate the Lease effective January 1, 2027. By signing below, Carle agrees to vacate the premises by the end of day on December 31, 2026, leaving the premises in broom clean condition, and removing all effects and personal property belonging to Carle at the time Carle vacates the premises. Carle agrees to make a final payment to Tazewell of $61,200, on or before the end of January 30, 2027, as negotiated between the Parties, as consideration for Tazewell's agreement to terminate the Lease, and Tazewell hereby accepts such payment of $61,200 and waives any other amounts which would become due and payable after the termination date.

Should you have any questions regarding the content of this letter, please feel free to contact me directly at Nicholas.Crompton@carle.com.

Please sign and return a fully executed copy of this letter to us at your earliest convenience.

Respectfully,

Proctor Health Systems	County of Tazewell, State of Illinois
By: Nicholas Crompton	By: _____
Title: VP of Facilities and Constr.	Title: _____
Date: 11/05/2026 | 3:57 PM CST	Date: _____

COMMITTEE REPORT P-26-25

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committees have considered the following RESOLUTION and recommend that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the Property committee recommends approval to execute the require document described in the Intergovernmental Agreement approved April 24th, 2024, attached as Exhibit A; and

WHEREAS, the property currently owned by the City of Pekin in the 300 block of Court Street in the City of Pekin (the "Vacant Lots"), more particularly described as follows:

Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.

WHEREAS, the County has fulfilled their obligation to improve and make available for public use the Tazewell Lot from 4th Street to 5th Street; and

WHEREAS, the City of Pekin desires to convey the Vacant Lots to the County for public use and development as administrative and judicial offices for the County and its operations through an intergovernmental agreement; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorizes the Board Chairman to sign all necessary documents associated with the transfer of the aforementioned described property.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

AN ORDINANCE AMENDING THE TAZEWELL COUNTY CODE
TABLE OF SPECIAL ORDINANCES, TABLE I: AGREEMENTS

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government to cooperate and enter into agreements for the joint or cooperative performance of governmental functions; and

WHEREAS, Tazewell County, Illinois (hereinafter referred to as the "County"), and the City of Pekin, Illinois (hereinafter referred to as the "City"), entered into an Intergovernmental Agreement dated April 24, 2024, providing for the transfer and acceptance of certain real property; and

WHEREAS, the property subject to the Intergovernmental Agreement is legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, pursuant to the terms of the approved Intergovernmental Agreement, and having fulfilled the applicable requirements thereof, the County is to accept ownership of the Property from the City; and

WHEREAS, the County Board finds that acceptance of the Property is in the best interests of Tazewell County and its residents and is consistent with the public purposes and governmental responsibilities of the County; and

WHEREAS, the County Board desires to formally authorize the acceptance of the Property and the execution of all documents necessary to complete the conveyance and transfer in accordance with the terms of the existing Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the County Board Chairman is hereby authorized to execute all documents necessary to properly and lawfully accept the conveyance and transfer of the Property from the City of Pekin, Illinois.

BE IT FURTHER ORDAINED, that the County Clerk shall provide notice of this Ordinance to the County Board Office and the City of Pekin.

BE IT FURTHER ORDAINED, that this Ordinance shall be entered into the Tazewell County Code, Table of Special Ordinances, Table I: Agreements.

PRESENTED AND APPROVED by the County Board of Tazewell County, Illinois, this _____ day of _____, 2026.

_____
Chairman, Tazewell County Board

ATTEST:

_____
Tazewell County Clerk

COMMITTEE REPORT

P-24-06

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Property committee recommends approval of an Intergovernmental Agreement with the City of Pekin for vacant lots; and

WHEREAS, the City of Pekin currently owns property located in the 300 block of Court Street in the City of Pekin (the "Vacant Lots"), more particularly described as follows:

> Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.
>
> PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014; and

WHEREAS, the County owns a parking lot located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley (the "Tazewell Lot"); and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City of Pekin's alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of $25,843; and

WHEREAS, in 2023 Tazewell County submitted a proposal for the Vacant Lots with a willingness to pay up to $25,000; and

WHEREAS, the City of Pekin desires to convey the Vacant Lots to the County for public use and development as administrative and judicial offices for the County and its operations through an intergovernmental agreement; and

WHEREAS, key provisions to the intergovernmental agreement include the following:

> Tazewell County shall grant and allow the City easements for wastewater, storm water, and combined sewer system on the 300 block of Court Street and the vacated portion of Elizabeth Street.
>
> Tazewell County shall allow a ten foot wide access easement across the westerly 150 feet of the alley in the 300 block of Court Street and take responsibility for paving and maintaining the easement.

Tazewell County agrees to provide the City with a plat of easement for any relocated sewer lines prior to commencing construction on the block.

The Vacant Lots are being provided in AS-IS condition, with no warranties expressed or implied.

Recognizing the Tazewell County's repaving of the alley and One Dollar ($1.00) as the consideration.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and authorizes the Board Chairman to sign the intergovernmental agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Finance Office, the Treasurer, and the Auditor of this action.

PASSED THIS 24th DAY OF APRIL, 2024.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Intergovernmental Agreement

This Agreement made and entered into by and between the City of Pekin, an Illinois municipal corporation, hereinafter referred to as the "**City**," and the County of Tazewell, Illinois, hereinafter referred to as the "**County**," and who are collectively referred to herein as the "**Parties**."

WHEREAS, the City, as a home-rule unit of local government, and the County, as a political subdivision organized and existing under the laws of the State of Illinois, are authorized and empowered by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. to enter into intergovernmental agreements for any purpose not prohibited by law; and

WHEREAS, the City and the County are authorized, pursuant to the Local Government Property Transfer Act (50 ILCS 605/0.01 et seq.), to transfer and receive, respectively, real estate for public purposes as may pertain to each public body; and

WHEREAS, the City currently owns property located in the 300 block of Court Street in the City of Pekin, Illinois, more particularly described as follows:

> Lots 7, 6, 5, and the East one and two-twelfths feet of Lot 4 in the Original Town, now City of Pekin, Tazewell County, Illinois.
>
> PINs: 04-04-34-438-010; 04-04-34-438-011; 04-04-34-438-012; 04-04-34-438-013; and 04-04-34-438-014
>
> (the "Property"); and

WHEREAS, the County owns a parking lot (the "Tazewell Lot") located to the east of the building at 414 Court Street (PIN 04-04-34-440-007) and north of the alley; and

WHEREAS, the County has made the Tazewell Lot available for public parking and will install signage indicating that it is available for public use, and in 2023 the County repaved the City's alley located south of the Tazewell Lot from 4th Street to 5th Street at a cost of approximately $25,000; and

WHEREAS, the City desires to convey the Property to the County for public use and development as administrative and judicial offices for the County and its operations; and

WHEREAS, on April 24, 2024, the County passed an ordinance accepting the transfer of the Property to the County pursuant to the terms described herein and the Local Government Property Transfer Act; and

WHEREAS, on April 18, 2024, the City passed an ordinance authorizing the conveyance of the Property by the City to the County upon such terms and conditions as may be agreed by the Mayor and the chair of the County Board; and

WHEREAS, the Parties have reached a mutual understanding of the terms, covenants, conditions, and restrictions associated with the transfer of the real estate from the City to the County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the County do hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are full, true and correct and the Parties incorporate them into this Agreement.

Section 2. Transfer. The City will take all necessary and appropriate actions under the Local Government Property Transfer Act and the Pekin City Code to transfer to the County all of the City's right, title, and interest in and to the Property by delivering to the County a fully executed, recordable, quitclaim deed, subject to the Easement described in **Section 5** of this Agreement. In exchange for delivery of the aforementioned deed, the County shall, in addition to the cost of repaving the alley through the Tazewell Lot already incurred as set forth above, pay the City One Dollar ($1.00) in consideration of the purchase of the Property. The City shall pay all costs associated with the transfer, including, but not limited to, the cost to record the deed and any transfer tax that may be due. The City shall satisfy any County or Municipal requirements to be met related to the Plat Act.

Section 3. Real Estate Taxes. The City shall pay any real property taxes due on the Property for tax year 2023, payable in 2024, when they come due. The County shall be solely responsible for any real estate taxes accruing as to the Property for tax year 2024, payable in 2025.

Section 4. Title to Property. The County desires to accept title to the Property without title insurance and hereby releases the City from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases the City for any defect in title.

Section 5. Easements.

A. The City shall retain an easement across, over, through, and under the Property for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.

B. The County hereby grants the City an easement across, over, through, and under that part of Elizabeth Street between Capitol Street and Third Street previously vacated by the City by Ordinance No. 4265-23/24 passed by the City Council on February 26, 2024, and recorded in the office of the Tazewell County Clerk on March 13, 2024, as Document No. 202400002798 for the purpose of operating, maintaining, modifying, or repairing the City's wastewater, storm water, and combined sewer system.

C. Upon vacation of the alley in the 300 block of Court Street between Capitol Street and Third Street, the County shall grant a 10 foot wide easement across the westerly 150 feet of said alley for purposes of allowing ingress and egress to the improvements

located at the Northwest corner of said 300 block. The County shall be responsible for paving and maintaining the easement described in this subsection.

D. Prior to commencing construction of any improvements on the Property or in the 300 block of Court Street, the County shall submit a plat of easement for approval by the City depicting the location of all relocated sewer lines and related easements.

Section 6. AS-IS Condition. The County acknowledges that it has inspected the Property and that the County is acquainted with the condition thereof and accepts the same in AS-IS condition with NO WARRANTIES EXPRESSED OR IMPLIED.

Section 7. City Representations, Warranties and Covenants. The City represents and warrants to the County that, as of the date of this Agreement:

A. To the best of its knowledge, the City owns fee simple title to the Property;

B. The persons executing this Agreement on behalf of the City, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the City's obligations hereunder, have full authority to bind the City to such obligations and to so act on behalf of the City;

C. To the best of its knowledge, there are no persons in possession of, or having a right to possession of, any part of the Property other than the City;

D. The City has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and the performance of this Agreement;

E. The City has not received any notices from any governmental authority with respect to the Property that have not been corrected.

Section 8. County Representations, Warranties and Covenants. The County represents and warrants to the City that, as of the date of this Agreement:

A. The persons executing this Agreement on behalf of the County, and executing and delivering any other agreement or other item contemplated by this Agreement or otherwise required to fulfill the County's obligations hereunder, have full authority to bind the County to such obligations and to so act on behalf of the County; and

B. The County has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery, and performance of this Agreement.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and shall bind the City, and its corporate authorities, officers, employees, agents, representatives, successors and

assigns, and shall also bind the County, its Board of Trustees and its members, as well as its employees, agents, representatives, officers, successors and assigns.

Section 10. Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts, and be deemed fully adopted by both the City, and the County when each body's governing board has signed one (1) counterpart of this Agreement. All counterparts shall be deemed originals for all purposes.

Section 11. Authority to Execute. The undersigned represent that they have the authority of their respective governing bodies to execute this Agreement.

Signatures on the following page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 2024.

City of Pekin, an Illinois municipal corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

County of Tazewell, an Illinois body politic

By: _____
Chairman, County Board

ATTEST:

_____
County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Property Committee recommends to the County Board to approve the windows and doors replacement project at the Courthouse; and

WHEREAS, P.J. Hoerr received bids from BVB Glass, Kelly Glass, and East Moline Glass. East Moline Glass as subcontractor was deemed the best overall option and lowest bidder resulting in a total project cost of $1,587,772.01; and

WHEREAS, P.J. Hoerr will oversee this project through our existing relationship with them as construction manager over renovations and property improvements to Tazewell County's existing buildings and properties; and

WHEREAS, the project is scheduled for completion in FY27 and is funded in the FY27 Capital Improvement Plan Fund with a budget of $1,400,000; and

WHEREAS, the County Administrator recommends approving the bid and is authorized to proceed with the project.

THEREFORE BE IT RESOLVED that the County Board approve the windows and doors replacement project at the Courthouse.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, Facilities Director and Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

P.J. HOERR
Since 1914
Peoria Office: 107 N. Commerce Place, Peoria, IL 61604 • Phone: 309.688.9567 • Fax: 309.688.9556
Bloomington/Normal Office: 117 Merle Lane, Normal, IL 61761 • Phone: 309.888.9567 • Fax: 309.888.9556

November 5, 2026

Mindy Darcy
County Administrator
Tazewell County

Re: Proposal
Tazewell County Courthouse Windows and Doors Replacement

Dear Mindy,

Below is the cost for the above referenced project.

Scope

- See attached scope sheet
- Window and door replacement for Tazewell County Courthouse
- Architectural services - **Allowance $32,000**
- Abatement and removal of windows and doors - **Allowance $190,000**
- New window and door blocking, liquid flashing, temporary enclosures on openings, trim removal/reinstall, ceiling grid rework - **Allowance $312,728**
- Mechanical, plumbing, electrical and access control work at basement windows and entry doors - **Allowance $41,972**
- Kawneer aluminum storefront doors
- Manko 725i series single hung window units
- We recommend using East Moline Glass with a total bid of **$803,830**; as they are the low responsible bid.
- Additional bids: BVB Glass $839,000, Kelly Glass $1,045,000; Mclean County Glass, Dekalb Glazing Inc, Bethalto Glass Inc, and Mid-American Glazing Systems were invited but declined to bid.
- Any unused funds for allowances and contingency will be credited back to the County

Tazewell County Courthouse Windows and Doors Replacement											**$**	**1,587,772.01**
Architect Allowance	**Abatement/Demo Allowance**	**Blocking/Liquid Flashing/Boarding Allowance**	**MEP Allowance**	**Dumpster/Temp Toilets**	**Glazing**	**PM/Super/Safety/Quality**	**GL/Procore**		**Fee**	**Contingency**	**TOTAL**
$ 32,000.00	$ 190,000.00	$ 312,728.00	$ 41,972.00	$ 9,500.00	$ 803,830.00	$ 78,156.00	$ 5,646.32	0.39%	$ 40,530.39 2.75%	$ 73,409.30	$ 1,587,772.01

Notable Assumptions/Exclusions:

- This pricing is valid for 30 days.
- The owner will allow access at the facility during normal working hours Monday - Friday.
- This proposal does not include Performance and Payment Bonding.
- This proposal does not include painting or staining
- This proposal does not include sales tax.
- Builders Risk Provided by Owner.
- This proposal does not include identification, abatement or remediation of any hazardous materials except for hazardous material abatement in caulking
- Allowances will be done on a Time & Material basis and all savings will be credited to the Owner at completion.
- All unused contingency will be credited back to the Owner at completion.

If you have any questions about the above information do not hesitate to contact our office.

Sincerely,

Charlie Waibel
P. J. Hoerr, Inc.

Windows and Doors Replacement
Tazewell County Courthouse

Bid Proposal
November 5, 2026

Dear Ms. Mindy Darcy,

Please find below our proposal for the Tazewell County Courthouse Windows and Doors Replacement project. Please see below for proposal pricing, scope of work, clarifications and exclusions.

Base Proposal Amount $1,587,772.01

Proposal Breakdown by Scope of Work		
	General Conditions	**$87,656**
	Architect Allowance	**$32,000**
	Abatement/Demolition Allowance	**$190,000**
	Blocking/Liquid Flashing/Boarding Allowance	**$312,728**
	MEP Allowance	**$41,972**
	Glazing	**$803,830**
	Contingency	**$73,409.30**
	Insurance, Procore, Overhead & Profit	**$46,176.71**

SCOPE OF WORK

1. Division 1 - General Conditions
   - Supervision, Project Management, Safety, and Quality Control Specialist for project.
   - Dumpster and Temporary Toilets.
   - General construction cleaning
2. Division 02 – Abatement/Demolition
   - Removal and disposal of windows for the basement, first floor, second floor, and third floor.
   - Removal and disposal of hazardous material in caulking
3. Division 04 - Masonry
   - Liquid flashing on window wood blocking.
   - Patch holes at basement windows from steel bars.

4. Division 06 – Carpentry
   - Remove metal bars from basement windows.
   - Install blocking at window and door openings
   - Temporary watertight enclosures at openings
   - Protection of existing building components
   - Remove and reinstall ceiling grid and tiles
   - Trim stop removal and reinstall at all window and door openings
5. Division 09 – Glazing
   - Kawneer 2" x 4 ½" 451T exterior thermally broken aluminum storefront for 1" glazing
   - Kawneer 1 ¾" x 4 ½" 450 interior aluminum storefront for ¼" glazing
   - Kawneer door hardware includes continuous hinge, panic hardware, weatherstripping, threshold, 10" door bottom, Norton 1601 surface mounted closers, & CO-09 pulls
   - Power door operator removed & reinstalled
   - Includes Manko 725i series single hung window units with receptor
   - 1" exterior insulated glass with clear GUARDIAN SN68 LOW-e, standard ¼" glazing
6. Division 22 - Plumbing
   - Remove and replace water hydrants at basement windows
   - Remove radon piping at basement window
   - Rework split system and install new duct work piping.
7. Division 26 – Electrical
   - Demolition of all power and rework all conduits and devices at basement windows
8. Division 28 – Electronic Safety and Security
   - Remove and reinstall access control device on exterior perimeter doors.
   - Remove and reinstall cables from basement windows.

CLARIFICATIONS & EXCLUSIONS

1. Pricing is good for 30 days.
2. Sales tax has been excluded.
3. We have assumed that all work shall be standard hours 7:00 - 3:30, Monday – Friday.
4. Assumes Owner will provide adequate space for construction material storage, equipment access, and area at window openings
5. Allowances will be done on a Time & Material basis and all saving will be credited to the Owner at completion.
6. All unused contingency will be credited back to the Owner at completion
7. We specifically exclude the following items:
   - Payment and Performance bond
   - Property or Builders Risk insurance
   - Painting or staining

Please contact our office if you have any questions regarding this proposal. We appreciate the opportunity to provide this proposal to Tazewell County.

Charlie Waibel
Project Manager

P.J. HOERR

BID DAY GLAZING

Project:	Tazewell County Courthouse	East Moline	Kelly Glass	BVB
Spec:				
SEC.	DESCRIPTION			
	BASE BID	803,830	1,045,000	839,000
	Kawneer Store Fronts	Yes	Yes	Yes
	Manko 725i series single hung window units with receptor	Yes	Yes	Yes
	1" exterior insulated glass with clear GUARDIAN SN68 LOW-e, standard ¼" glazing	Yes	Yes	Yes
	18ga Pre-finished aluminum sill, jamb and head flashings	Yes	Yes	35,000
	Power door operators removed and reinstalled	Yes	Yes	Yes
	Tax Exempt	Yes	Yes	Yes
	Hoists/Lifts	Yes	Yes	Yes
	TOTAL ADJUSTMENTS	-	-	35,000
	ADJUSTED TOTAL	803,830	1,045,000	874,000
	PLUG			
	LOW SUB			

ALT 1	Glazing #9 - 1/4" MC27 AIR 1/4" Lami w/0.030 AIR 0.020(#2) CL ZF-D N	9,330	8,800	18,000
ALT 2	Glazing #11 - 1/4" Bronze SB60 AIR 1/4" Lami w/0.030 AIR 0.035(#2) BZ ZF-D N	33,300	18,400	21,000
ALT 3	Glazing #12 - 1/4" Gray SB60 ARG 1/4" Lami w/0.030 ARG90 0.035(#2) GY ZF-D N 3	33,300	18,400	35,000
	ALT TOTAL	75,930	45,600	74,000
	Percentage from low bidder		23%	8%

To: **PJ Hoerr, Inc.**
107 Commerce Place
Peoria IL 61604
Phone: (309)688-9567

Project: Tazewell County Courthouse Window Replacement Project
342 Court Street
Pekin, Illinois 61554

Construction Manager: P.J. Hoerr

Architect of Record: EA Architecture & Design, Inc.

Bidder Name EAST MOLINE OPERATING Co. dba EAST MOLINE GLASS Co.

Address 1033 7TH ST #100 EAST MOLINE, IL 61244

Phone # 309-755-1422

Contact DAVE BANCROFT

Email DAVID.BANCROFT@EASTMOLINEGLASS.COM

This bid is based upon the bidding documents for this Project which consists of:

1. Specifications and Drawings issued dated October 13, 2026 via SmartBid.

2. Addenda as Follows:

Addendum No. ( ) 1 dated 10-28-2026;
Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;

Work Package (#/Description): **WINDOW REPLACEMENT PROJECT**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the work package stated above in accordance with the bidding documents for the following sum:

Base Bid: EIGHT HUNDRED THREE THOUSAND, EIGHT-HUNDRED THIRTY 00/100 Dollars ($803,830)

TAXES: This project is tax exempt.

ALTERNATES

Alternate Bids: "Alternate Bid" means a fixed amount for all labor, material, overhead, profit, and all other costs of whatever nature and character for the item described. Alternate Bids may be used to determine the lowest responsible bidder and will not be considered in any particular order. Voluntary alternate bids may be provided at the discretion of the bidding contractor. Attach additional information if necessary to describe the alternate work.

1. Alternate Bid No. 1: **GL-4** as a substitute for GL-3
   #9 - 1/4" MC27 AIR 1/4" Lami w/0.030 AIR 0.020(#2) CL ZF-D N

   Add / Deduct: NINE THOUSAND, THREE HUNDRED THIRTY Dollars ($ 9,330)

2. Alternate Bid No. 2: **GL-5** as a substitute for GL-3
   #11 - 1/4" Bronze SB60 AIR 1/4" Lami w/0.030 AIR 0.035(#2) BZ ZF-D N

   Add / Deduct: THIRTY THREE THOUSAND, THREE HUNDRED Dollars ($ 33,300)

3. Alternate Bid No. 3: **GL-6** as a substitute for GL-3
   #12 - 1/4" Gray SB60 ARG 1/4" Lami w/0.030 ARG90 0.035(#2) GY ZF-D N

   Add / Deduct: THIRTY THREE THOUSAND, THREE HUNDRED) Dollars ($ 33,300)

4. Alternate Bid: Voluntary Alternate Opportunity

   Description: _____

   Add / Deduct: _____ Dollars ($_____)

UNIT PRICES

The below unit prices will be used as an Add or Deduct from the base bid where changes in the Work are requested. The unit prices will be included in the Contract with the successful bidder. Note that if a unit price below affects the bid package and you fail to complete the unit price, you will be required to complete the unit price Work without additional compensation.
N/A

ADDITIONAL INFORMATION

The following questions will be used for bid evaluation:

1. Provide a list of your Subcontractors who will be performing work under your bid package.

Subcontractor Name	Subcontractor Scope

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the Bid closing date.

If the Bid is accepted by the Design Team within the time period stated above Subcontractor agrees to:

a. Execute the Agreement within five (5) days of receipt.
b. Furnish the required Certificate of Insurance within ten (10) days of receipt of Agreement.
c. Commence work as directed by the Construction Management Team.
d. The Undersigned agrees to observe Owner's policies and all federal, state, and local rules, regulations, and statutes.

BID FORM SIGNATURES

Bidder: EAST MOLINE GLASS CO dba EAST MOLINE GLASS CO.

Signature: TODD Date: 11-3-2026

Printed Name: TODD ANDERSON Title: PRESIDENT

Address: 1033 7TH ST #100 City: EAST MOLINE State: IL

Phone: 309-755-1422 Email: DAVID.BANCROFT@EASTMOLINEGLASS.COM

Attest By:

(SEAL)

END 00 4100

To: **PJ Hoerr, Inc.**
107 Commerce Place
Peoria IL 61604
Phone: (309)688-9567

Project: Tazewell County Courthouse Window Replacement Project
342 Court Street
Pekin, Illinois 61554

Construction Manager: P.J. Hoerr

Architect of Record: EA Architecture & Design, Inc.

Bidder Name KELLY GLASS, INC

Address 7400 SW ADAMS ST PEORIA, IL 61602

Phone # 309-676-3573

Contact DAN ANTRIM

Email DAN@KELLYGLASS.COM

This bid is based upon the bidding documents for this Project which consists of:

1. Specifications and Drawings issued dated October 13, 2026 via SmartBid.

2. Addenda as Follows:

Addendum No. (1) ONE dated 10/28/26;
Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;

Work Package (#/Description): **WINDOW REPLACEMENT PROJECT**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the work package stated above in accordance with the bidding documents for the following sum:

Base Bid: ONE MILLION FORTY FIVE THOUSAND Dollars

($ 1,045,000.00)

TAXES: This project is tax exempt.

ALTERNATES

Alternate Bids: "Alternate Bid" means a fixed amount for all labor, material, overhead, profit, and all other costs of whatever nature and character for the item described. Alternate Bids may be used to determine the lowest responsible bidder and will not be considered in any particular order. Voluntary alternate bids may be provided at the discretion of the bidding contractor. Attach additional information if necessary to describe the alternate work.

1. Alternate Bid No. 1: **GL-4** as a substitute for GL-3
   #9 - 1/4" MC27 AIR 1/4" Lami w/0.030 AIR 0.020(#2) CL ZF-D N

   Add / Deduct: EIGHT THOUSAND EIGHT HUNDRED Dollars ($ 8,800.00)

2. Alternate Bid No. 2: **GL-5** as a substitute for GL-3
   #11 - 1/4" Bronze SB60 AIR 1/4" Lami w/0.030 AIR 0.035(#2) BZ ZF-D N

   Add / Deduct: EIGHTEEN THOUSAND FOUR HUNDRED Dollars ($ 18,400.00)

3. Alternate Bid No. 3: **GL-6** as a substitute for GL-3
   #12 - 1/4" Gray SB60 ARG 1/4" Lami w/0.030 ARG90 0.035(#2) GY ZF-D N

   Add / Deduct: EIGHTEEN THOUSAND FOUR HUNDRED Dollars ($ 18,400.00)

4. Alternate Bid: Voluntary Alternate Opportunity

   Description: N/A

   Add / Deduct: _____ Dollars ($ _____)

UNIT PRICES

The below unit prices will be used as an Add or Deduct from the base bid where changes in the Work are requested. The unit prices will be included in the Contract with the successful bidder. Note that if a unit price below affects the bid package and you fail to complete the unit price, you will be required to complete the unit price Work without additional compensation.
N/A

a. Execute the Agreement within five (5) days of receipt.
b. Furnish the required Certificate of Insurance within ten (10) days of receipt of Agreement.
c. Commence work as directed by the Construction Management Team.
d. The Undersigned agrees to observe Owner's policies and all federal, state, and local rules, regulations, and statutes.

BID FORM SIGNATURES

Bidder: KELLY GLASS, INC

Signature: _____ Date: 11/3/26

Printed Name: Dan Antrim Title: Partner

Address: 2400 SW ADAMS ST City: PEORIA State: IL

Phone: 309 676 3573 Email: dan@kellyglass.com

Attest By: _____

(SEAL)

KELLY GLASS, INC CORPORATE SEAL 1983 ILLINOIS

END 00 4100

To: **PJ Hoerr, Inc.**
107 Commerce Place
Peoria IL 61604
Phone: (309)688-9567

Project: Tazewell County Courthouse Window Replacement Project
342 Court Street
Pekin, Illinois 61554

Construction Manager: P.J. Hoerr

Architect of Record: EA Architecture & Design, Inc.

Bidder Name: BVB Glass
Address: 1011 Junction Circle, Springfield, IL 62704
Phone #: 217-787-8282
Contact: Brandon Duecker
Email: bduecker@bvbglass.com

This bid is based upon the bidding documents for this Project which consists of:

1. Specifications and Drawings issued dated October 13, 2026 via SmartBid.

2. Addenda as Follows:

Addendum No. ( ) 1 dated 10.28.26;
Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;

Work Package (#/Description): **WINDOW REPLACEMENT PROJECT**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the work package stated above in accordance with the bidding documents for the following sum:

Base Bid: eight hundred thirty-nine thousand Dollars
($ 839,000.00)

TAXES: This project is tax exempt.

ALTERNATES

Alternate Bids: “Alternate Bid” means a fixed amount for all labor, material, overhead, profit, and all other costs of whatever nature and character for the item described. Alternate Bids may be used to determine the lowest responsible bidder and will not be considered in any particular order. Voluntary alternate bids may be provided at the discretion of the bidding contractor. Attach additional information if necessary to describe the alternate work.

1. Alternate Bid No. 1: **GL-4** as a substitute for GL-3
   #9 - 1/4" MC27 AIR 1/4" Lami w/0.030 AIR 0.020(#2) CL ZF-D N

   Add / Deduct: +eighteen thousand Dollars ($ 18,000.00)

2. Alternate Bid No. 2: **GL-5** as a substitute for GL-3
   #11 - 1/4" Bronze SB60 AIR 1/4" Lami w/0.030 AIR 0.035(#2) BZ ZF-D N

   Add / Deduct: + twenty-one thousand Dollars ($ 21,000.00)

3. Alternate Bid No. 3: **GL-6** as a substitute for GL-3
   #12 - 1/4" Gray SB60 ARG 1/4" Lami w/0.030 ARG90 0.035(#2) GY ZF-D N

   Add / Deduct: + twenty-one thousand Dollars ($ 21,000.00)

4. Alternate Bid: Voluntary Alternate Opportunity

   Description: Include flashing /trim around windows

   Add / Deduct: + thirty-five thousand Dollars ($ 35,000.00)

UNIT PRICES

The below unit prices will be used as an Add or Deduct from the base bid where changes in the Work are requested. The unit prices will be included in the Contract with the successful bidder. Note that if a unit price below affects the bid package and you fail to complete the unit price, you will be required to complete the unit price Work without additional compensation.
N/A

ADDITIONAL INFORMATION

The following questions will be used for bid evaluation:

1. Provide a list of your Subcontractors who will be performing work under your bid package.

Subcontractor Name	Subcontractor Scope

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the Bid closing date.

If the Bid is accepted by the Design Team within the time period stated above Subcontractor agrees to:

a. Execute the Agreement within five (5) days of receipt.
b. Furnish the required Certificate of Insurance within ten (10) days of receipt of Agreement.
c. Commence work as directed by the Construction Management Team.
d. The Undersigned agrees to observe Owner's policies and all federal, state, and local rules, regulations, and statutes.

BID FORM SIGNATURES

Bidder: BVB Glass

Signature: Brandon O. Duecker Date: 11/03/26

Printed Name: Brandon Duecker Title: Estimator

Address: 1011 Junction Circle City: Springfield State: IL

Phone: 217-787-8282 Email: bduecker@bvbglass.com

Attest By: _____

(SEAL)

END 00 4100

October 28, 2026

PJ Hoerr
107 Commerce Place
Peoria, IL 61604

Attention: Charlie Waible

Re: Asbestos Abatement
Tazewell County Courthouse- Windows
Quote #32605

Thank you for extending the opportunity to M & O Environmental Company to submit a bid on the abatement work at your facility. We are able to extend our expertise based on over 40 years of nationwide experience in the asbestos abatement, lead mitigation, mold remediation, and specialty insulation industries. We offer the following proposal for your review and acceptance.

SCOPE OF WORK
We will remove and dispose of the following asbestos containing materials utilizing non-friable removal methods:

- Approximately 112, 4'x8' windows from 2nd and 3rd floors.
- Approximately 28, 5'x9' windows from 1st floor.
- Approximately 12, 2'x4' windows from basement.
- Approximately 4 store front door entry systems.

PRICE
Our Time and Material Price: $190,000.00

CLARIFICATIONS

1. Movables by others. Work area to be free and clear of all contents, furniture, equipment, fixtures…prior to start of abatement. (If applicable.)
2. OSHA personal air monitoring is included in our price.
3. Area and/or clearance air sampling by others. (If requested)
4. Lift(s) are included in our price.
5. Bonds are not included in our price.
6. Selective demolition by others. (If required) (Window trim/casing removed by others, if necessary for window removal)
7. All put-back by others.
8. Weatherization by others. M&O will not be responsible for weatherization)
9. Layout by others. (If required)

GENERAL PROCEDURES
For the purposes of safety and in order to minimize the potential for the contamination of individuals, access to the actual work area shall be completely restricted once work has commenced. No personnel will be allowed access to any designated work area without proper attire and respiratory protection. Respiratory protection and proper attire shall be made available at all times during the project for use by designated representative of the owner, the consultant and/or engineer or, if applicable, the independent air monitoring hygienist who may require individuals who enter the work area shall be subject to the requirements of the M & O Environmental Respiratory Protection Program and all other appropriate programs.

INSURANCE
Third party liability insurance will be provided by M & O Environmental in the amount of $2 million. This is the standard "true occurrence" type policy, and our carrier has an "A" rating. (See attached.)

SAFETY INFORMATION
If required, material safety data sheets and/or other project information regarding surfactants, encapsulants, adhesive, etc. will be submitted for review prior to the commencement of work.

REGULATORY COMPLIANCE
All proper and required notification to the EPA and/or IDPH shall be made prior to mobilization of manpower and equipment by M & O Environmental. Appropriate documentation will be made to the owner upon request.

ON-SITE UTILITIES
Customer shall provide utilities for the subject job which includes hot and cold water, drains, electricity and the like.

WORK FORCE
Work crews are to be union members and will meet all necessary requirements.

HAULING AND DISPOSAL
Hauling shall be provided in accordance with current regulation and all waste shall be disposed of in licensed, EPA approved landfills. Burial manifests shall be submitted to the owner for his records.

DOCUMENTATION
Upon request, all documentation such as air sample reports, containment sign-in sheets, burial manifests, EPA notifications, etc. shall be submitted to the owner for his permanent files.

REGULATORY NOTE
Please note that our proposal has been prepared on the basis of all Federal and State regulation and guidelines in effect at the date of this proposal. All work shall be performed in a professional and workmanlike manner and in complete and legal accordance with current OSHA regulations for Asbestos (Code of Federal Regulation Title 40, Part 61, Subparts A and M), acceptable industry practices and project specifications and requirements, as applicable.

CONFIDENTIALITY
Due to the potential of emotional responses to asbestos abatement, we shall, at all times during the project, adhere to a policy of strict confidentiality. Abatement workers shall endeavor to remain in the work areas at all times and shall at no time come into contact with building occupants while wearing protective clothing and respirators.

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

If you have any questions on this proposal or need any additional information, please contact me.

Sincerely,
M & O ENVIRONMENTAL COMPANY

Clinton N. Tyler
Vice President

CNT: aw

October 28, 2026

PJ Hoerr
107 Commerce Place
Peoria, IL 61604

Attention: Charlie Waible

Re: Asbestos Abatement
Tazewell County Courthouse- Windows
Quote #32605

Again, thank you for the opportunity to submit this proposal to you. M & O Environmental is confidently looking forward to providing quality asbestos abatement services to you on this and future projects.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikers, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If requested in writing, we will provide additional insured status under the General Liability Policy.

If you have any questions on this proposal or need any additional information, please give me a call at 309-692-6700.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Printed Name_____

Signature _____

Date of Acceptance _____

Reference Number: Quote #32605 **T&M Price: $190,000.00**

Summit
Masonry and Stoneworks, Inc.

107 N. Commerce Place
Peoria, IL 61604
Phone: (309) 687-6153
Fax: (309) 688-9555

11/3/2026

Tazewell Court Window Air Barrier

Attention: Charlie Waibel
107, North Commerce Place
Peoria, IL 61604

Scope of Work: Fluid Applied at window installation

- Coverage of 3,700 lnft of wood blocking
- Meadows Liquid flashing or Tyvek liquid flashing per PJH
- Storage until needed
- Delivery to jobsite
- Approx (2) Cases of liquid flashing left with installer for touch up
- Patch holes at Basement windows (Approx 16 hours)

Total Proposal $46,400.00

Notable Exclusions & Assumptions

- All work to be performed during normal working hours 7:00 A.M-3:30 P.M.
- Material handling by installer
- Touch up after cutting by installer

Sincerely

Nick Hart - President
Mobile Phone: 309-264-4282
Email: nickh@pjhoerr.com

WARNER MECHANICAL
Plumbing • Heating • Process Piping

TO: **Charlie Waibel - PJ Hoerr, Inc**

RE: **Tazewell Co Courthouse Window Replacement**

DATE: **October 22, 2026**

PLUMBING PROPOSAL

INCLUSIONS:

1. REMOVE & REPLACE WATER HYDRANTS
2. REMOVE RADON PIPING
3. REWORK SPLIT SYSTEM
4. NEW DUCT WORK PIPING

EXCLUSIONS:

1. SALES TAX
2. OVERTIME OR SHIFT WORK
3. HVAC & CONDENSATE
4. FIRE PROTECTION

T&M NOT TO EXCEED: $24,600.00

****Labor rate will be $120.00 per hour**
****Material Mark Up will be 10%**

Regards,

Shane Warner

Shane Warner
Vice President

KOENER Electric, Inc.
6301 SW WASHINGTON
BARTONVILLE, IL. 61607

Proposal

October 20, 2026

Tazewell County Courthouse

Re Window replacement conduit work

We propose to supply and install material for the following electrical work:

- Demo all power per drawings and walk through to allow the windows to be removed and replaced
- Rework all conduit and devises for the windows that have existing power that needs to remain per drawings and walk thorough

Total Quote: $4,957.00

Any credit/debit transactions we need to add 3%

THIS PROPOSAL DOES NOT INCLUDE:

- **Any overtime or double time**
- **Any Taxes**

This will be a binding contract once fully executed. **Payment is due with in 30 days after the completion of the project**. Interest at the rate of 18% per annum shall be charged on any unpaid balance due. Koener Electric Inc. shall be entitled to recover all cost of collection, including but not limited to reasonable fees, incurred by reason of failure to pay the balance.

The signatory of this proposal hereby represents that he/she is the property owner or is authorized agent of the property owner and has the requisite to bind the property owner to the terms and conditions hereof.

THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE.

Sincerely,
Koener Electric Inc.

Josh Spracklen
Project Manager

Accepted by:

By:_____
Date:_____

PROJECT PROPOSAL

Customer: P.J Hoerr (Tazewell Co. Courthouse)
107 N Commerce Place
Peoria, IL 61604
Phone: (309) 688-9567
Contact: Charlie Waibel
Phone: (309) 696-0971
Email: charlie@pjhoerr.com
Salesman: Greg Juergens
Project No.: PJH-261102.2-01

Teufel Hunden Electronics, Inc.
3420 Veterans Dr. Suite 363
Pekin, Il 61554
309.840-4904 phone

SCOPE

Teufel Hunden Electronics will facilitate replacement of existing perimeter doors by removing and reinstalling the existing access control devices. Replacement of damaged or defective devices will be on a T&M basis. Wire, Wiremold and conduit will be considered as miscellaneous materials required to perform this work.

THE will:

- Remove access control devices on four (4) exterior perimeter doors.
- Reinstall access control devices on four (4) exterior perimeter doors.
- Remove camera cables from two (2) basement windows
- Reinstall camera cables from two (2) basement windows
- Wire and conduit to support the installation.

P.J Hoerr will be responsible for:

- City, county, state permits/license (if required) per site.

Thank you for the opportunity to provide this quote.

Regards,

Labor	$6,865.00
Misc. Materials:	$550.00
Total Excluding Tax and Shipping, Valid for 30 Days (11/2/26)	$7,415.00

Accepted by:_____ Date:_____

Disclosures and Terms of Service

Pricing Reflects Net 30 (30 days after the invoice is submitted) payment. Net 45 payment, will incur a **2.5% cost** increase, Net 90 payment will incur a **5% cost** increase. **All payments past 90 days are subject to interest terms below.**

3-Year Warranty on all workmanship. Any issues found to be the fault of workmanship or design flaws on behalf of **THE**, will be covered at no cost to the customer, for a period of 3 years from the sign-off of the project

90 Day Warranty on all manufacture's parts. Any issues found to be the result of a faulty device, will be replaced at no charge to the customer **FOR COMPONENTS ONLY**, A discounted rate of ½ (one half) of current labor charge will be applied to this scenario

Special Warranty Disclosure - All warranties are void if another vendor services a THE installed system. Any devices installed, requiring special equipment, the special equipment costs will be the responsibility of the customer for any warranty issue.

IT Disclosure - Teufel Hunden Electronics is not responsible for **I**nformation **T**echnology issues, when managed by a separate entity. All issues that cause a loss of time, productivity, or damage to equipment will be charged to the customer at Time and Materials rate. This is a separate charge, outside of the scope of work of the job. **THE** will provide information and scheduling to meet the needs of the IT department. If, for any reason, the IT department (provided by the customer) is not prepared, missing equipment, or has misconfigured their system and causes **THE** additional calls/site visits or additional meetings, **THE** will charge these costs to the customer. The charges will be charged at Technician Rate or Engineering Rate. If the project must be reengineered, the changes will be billed separately at an engineering rate.

3rd Party Disclosure - Teufel Hunden Electronics will not be responsible for departing location, under conditions outside of the control of the technician. Any additional time on site, will require a change order or service ticket, under conditions including, but not limited to: excessive hold times, improper program or function of system provided by others, faulty equipment, site access restrictions, miscommunication outside of the control of THE personnel, sudden change in customer availability, changes to job outside scope of work, lack of parts upon scheduled date of job, or return trips due to lack of necessary equipment or paperwork not being provided by others. **THE** will also not be responsible for code violations, designed or specified as it pertains to installation, service, or inspections on behalf of the 3rd party contractor. The 3rd party contractor will be responsible for implementing all pertinent codes by design, specifications, service, or inspections agreements with their own customers.

- **Bid Review Option:** Projects with logistics or other issues, which cause the start date to be 185 days or more past the acceptance of the job, may be eligible for a bid review. Any cost increases will be added as a change order to the original accepted project.
- **Changes to Jobsite, or Job Procedure**: Any bid project, which deviates from the original environment for which the bid was placed, will require a change order to accommodate for the additional time it costs our employees. Examples include (but are not limited to); drastic changes in staging areas, excessive moving of storage or parts, changes to security procedure, changes to parking, changes to safety policy that may require additional personnel or parts, changes to the area of work that affects accessibility, logistics issues which cause the cost of labor increase, changes in pandemic protocols, or anything else which affects how the job was bid for.
- **Schedule Priority**: Delays made as a result of any issues on behalf of the 3rd party entity, may result in a lower priority of the installation or service. This is in no way punitive to the customer, but rather a matter of keeping to previously agreed upon start dates and deadlines for other jobsites. **THE** will do its best to accommodate changes to the schedule.

THE will program all equipment, as stated in the scope of work. If there are additional program requests, they will be performed as a service call or a change order. The customer may choose to have **THE** manage the system remotely, for which no on-site systems administrator will be required to monitor or maintain equipment. The agreement to have **THE** manage the system remotely is referred to as the "Remote Management System" agreement. RMS agreements shall have a separate contract. If customer provides remote access to the system and agrees to the IT security agreement (as stated in the terms of the RMS agreement), **THE** will provide one year of RMS to new installs, which will apply a discount to all service and install parts during that period.

All quotes to customers with active RMS agreements, reflect the discounted rates listed in the contract. For new installs, that include this agreement, the discount rate applied is 10% for manufacturers software service agreements, and 15% on service and install parts. Additional terms of service apply.

THE will not be responsible for equipment or system integrity, if a competitor company is allowed to interact with any component of that system or its ability to communicate. Any access given to a competitor company to **THE** installed equipment will void all warranty commitments, and may incur additional charges to repair, or resecure the equipment. If a competitor company manages the IT communications, a non-disclosure and non-compete agreement must be signed, as there will be **THE** specific programming parameters and proprietary information contained within the system.

Unless otherwise agreed or stated, all engineering fees are waived upon signed agreement. All engineering documentation, which does not contain **THE** proprietary information, copyrighted information, or vendor specific agreements become the property of the customer upon completion of the installation.

If service to the equipment is severed, THE must be notified of the change in service (prior to allowing another provider to access the system) to relinquish passwords and access of the system as well as to provide THE the opportunity to remove intellectual property from the system. Any damage or theft of intellectual property to another company, may be considered damages to THE.

In the case of systems upgrades, THE is not responsible for failures of old equipment

If the system is a takeover, from another company, **THE** will not be responsible for the previous providers workmanship or misconfigured components or programming.

THE is not responsible for IT security unless otherwise stated or agreed upon, or in the case where **THE** is the IT service provider.

THE is not responsible for customer misuse, improper maintenance, or damage of equipment; especially that which leads to a security or safety breach of the customer facilities, equipment, or data.

THE is not responsible for damage, due to acts of God, terrorism, burglary, vandalism, or other events that cannot be controlled by **THE**

THE is not responsible for other vendors equipment failure.

Scope: Teufel Hunden Electronics (**THE**) agrees to provide the services and/or equipment described herein, without liability and not as an issuer in a professional and workmanlike manner for the client, listed in this quote. Electronic Monitoring, Service, or Remote Services shall be subject to the execution of a separate contract.

Interruption of service/deadline: THE is not responsible for delays or interruption of service/installation, caused by (but not limited to): strikes, riots, acts of God, infrastructure failure, or other event beyond the control of THE.

Payment Delinquency; Interest: In the event that payment due, is greater than ten (10) days delinquent, **THE** may impose and collect interest, at a rate of 1.50% per month (18% per annum), or the highest amount allowed under law, whichever is less.

Non Payment (default): If a client fails to pay for their installation within 183 days from the date of completion (as determined by THE, and not by the customer, as it pertains to the scope of work listed in the quote only), or the customer becomes insolvent or makes an assignment for the benefit of creditors, or a petition is filed against the client under the Bankruptcy Act, or if any representation, warranty or financial information made or submitted by the client shall be untrue or underperformed in any material respect, the entire amount due and payable. In such an event, the client authorizes THE to immediately, and without restriction, to enter the premises and remove all equipment (which has not been paid for). Removal of the equipment shall not be considered to constitute a waiver of any rights under the terms of agreement, nor is THE liable for any "normal" damages to property or other equipment associated with the installation, as a result of removing the equipment.

Third Party Indemnification: Customer agrees to defend, indemnify, and hold harmless THE, and it's owners/shareholders/directors/officers/employees/affiliates against any and all third party claims, losses, damages, and liabilities; including costs, expenses, and attorney fees, asserted against or suffered by THE, by reason of, arising out of, or in any way related to, in whole or in part, any death, sickness, disease, accident, bodily injury, property damage, and/or economic loss arising out of customers acts, omissions, or negligence; provided. Customer's duty hereunder shall not arise if such death, sickness, disease, accident, bodily injury, property damage, or economic loss is caused by the sole negligence or gross misconduct of THE.

Informed Customer Liabilities: In the event that a customer was informed of code violations during a consultation, bid, design, service, installation, or verbal notice of deficiency by any member of THE; that customer will assume all financial responsibility for the outcome of stated deficiency. In the case of government or private inspections, it will be the responsibility of the customer to provide for the payment of fines, and additional work resulting in a failure. In the case where injury, damage to property, or loss of life occurs, **THE** will not be responsible for the outcome, and may testify on behalf of the injured party, as to how and when the customer was informed of the occurrence. This will nullify any confidential documentation, as it pertains to the violation in question. If the violation, in any way causes a member of THE to be injured, THE customer will be held liable for all damages associated with that injury. There is also an understanding that OSHA or any other government inspection agency, may be called to investigate any notice of violation, without injury to the customer relationship to THE. This is in place to ensure that all parties conform to regulated safety conditions.

Changes to Jobsite, or Job Procedure: Any bid project, which deviates from the original environment for which the bid was placed, will require a change order to accommodate for the additional time it costs our employees. Examples include (but are not limited to); drastic changes in staging areas, excessive moving of storage or parts, changes to security procedure, changes to parking, changes to safety policy that may require additional personnel or parts, changes to the area of work that affects accessibility, logistics issues which cause the cost of labor increase, changes in pandemic protocols, or anything else which affects how the job was bid for.

Teufel Hunden Owned Equipment: In the case that **THE** provides special equipment to for a jobsite, that other entities may use, it will be the responsibility of the customer (with whom THE is contracted to perform work for) to maintain that equipment. If there is any damage to the equipment, it will be the responsibility of the customer to repair or replace the equipment, at fair market value.

Asset Protection System Disclosure: An asset protection system is **NOT** a system designed, engineered, or suggested to be a life safety system. It may only be used in the absence of code required systems, and **NOT** be used as a substitute. As such, the system may not be engineered for "full protection" of assets. **Teufel Hunden Electronics** is not responsible for damages which may be caused by improper protection of the premises.

DATE: 28 October 2026

Tazewell County
11 South 4th Street
Pekin, Illinois 61554

EA Architecture & Design, Inc.
802 N Clinton, Suite 1
Bloomington, Illinois 61704

TO: Prospective Bidders

SUBJECT: Addendum No. 1 to the Bidding Documents for:

WINDOW REPLACEMENT
342 Court Street
Pekin, Illinois 61554

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated 13 October 2026. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

A. SPECIFICATIONS

1. Section 00 4100 – Bid Form
   a. Alternates
      1) Add “Alternate Bid No. 1: GL-4 as a substitute for GL-3”
      2) Add “Alternate Bid No. 2: GL-5 as a substitute for GL-3”
      3) Add “Alternate Bid No. 3: GL-6 as a substitute for GL-3”

2. Section 01 3100 – Project Coordination/General Provisions
   a. Sub-section 2 DD – Delete “Glazing contractor will be required to provide their own dumpster to support the installation of the window and door systems”
      1) Add General Contractor will provide dumpster for general cleanup.

3. Section 07 9200 – Joint Sealants

   a. Sub-section 2.3.B.1.a – Delete all acceptable products.
      1) Add Acceptable Product/manufacturer:
         “1) 756 SMS/ Dow Corning – For Exterior use”

   b. Sub-section 2.3.B.2.a – Delete all acceptable products.
      1) Add Acceptable Product/manufacturer:
         “1) 756 SMS/ Dow Corning – For Exterior use”

   c. Sub-section 2.3.B – Add the following sub-section:
      “3. SEALANT ES-5: Single-Component Silicone Sealant, adhering to weather barrier systems.
         a. Acceptable products/manufacturers:
            1) 758 / Dow Corning”

   d. Sub-section 2.3.C Polyurethane Sealants: Delete this section in its entirety.

   e. Sub-section 3.8.C.1: ES-4, ES-4A to remain, delete the remaining sealant types.

   f. Sub-section 3.8 – add the following:

"E. Interior Joints adhering to air barrier and/or liquid flashing
1. Type: ES-5
2. Color: To be selected by Architect/Engineer."

4. Section 08 5113 – Aluminum Windows

a. Sub-section 2.2.A.1 – Delete reference to 5500 Series and replace with: "725i Series Single Hung Unit With Receptor."

5. Section 08 800 – Glazing

a. Replace page 12 of specification with the attached.

B. DRAWINGS

1. Sheet A201

a. Detail 3 – Window located in the basement that is labeled W2 shall be relabeled to W1.

2. Sheet A401

a. Single Hung & Fixed Window Information – Revise the model to the following: "MODEL: 725i SERIES SINGLE HUNG UNIT WITH RECEPTOR"

b. Elevation W1 – Add the following note to elevation: "PENETRATION DETAILING NOTE: FOR EACH PENETRANT, PROVIDE PVC SLEEVE WITH A DEPTH 1.5x THE THICKNESS OF PANEL - SEAL BETWEEN PVC SLEEVE AND PANEL; AND BETWEEN PENETRANT AND PVC SLEEVE."

3. Sheet A402

a. All Details –
1) All notes regarding 22ga prefinished aluminum flashing shall be revised to the following:
"PROVIDE 18ga PRE-FINISHED ALUMINUM SILL, JAMB AND HEAD FLASHING."

b. Detail 1 –
1) Revise note regarding window bars to the following:
"ALL STEEL BARS ON BASEMENT WINDOW OPENINGS TO BE CAREFULLY REMOVED AND TURNED OVER TO OWNER; PATCH ALL HOLES LEFT FROM BOLT REMOVAL"
2) Revise note regarding window bars to the following:
"725i SERIES SINGLE HUNG UNIT WITH RECEPTOR"

c. Details 2, 3, &4 – Revise note regarding 5500 series window note to:
"725i SERIES SINGLE HUNG UNIT WITH RECEPTOR"

This Addendum consists of 2 pages with 4 attachments.
Attachments:
1) Prebid Meeting Sign in Sheet
2) PJH Bid RFI Log
3) 00 4100 – Bid Form
4) 08 8000_Page 12

END 00 9101

Tazewell County Courthouse

Window & Door Replacement

Pre-Bid Meeting: October 22nd 2026

(B

Sign In Sheet

Name	Company	Phone	Email
Brandon Duecker	BVB Glass	217.787.8282	bduecker@bvbglass.com
LEE Luschino	EMG	309-369-4282	Lee. Luschino @ Eastern Glass Inc
Dan Antrim	Kelly Glass	309 205 9607	dan@kellyglass.com
MICHAEL SANCHEZ	PJH		
Joe Lambert:	PJH	3:	
Charlie Waibel	PJH		

REQUEST FOR INFORMATION LOG

Tazewell County Courthouse Window and Door Replacment

Date: 10/28/2026

RFI #	Status	Question	Requested By	Assigned To	Submitted Date	Response Date	Response
1	Closed	Are there any egress requirments in operable windows	KGI	Architect	10/22/2026	10/26/2026	Egress windows are not required because this is not an R-Occupancy (IBC 1030.1)
2	Closed	Confirm PJH will handle all carpentry, demo, boardups, electrical, stub-outs of hvac penetrations, and work at window-bars	KGI	PJ Hoerr	10/22/2026	10/23/2026	Confirmed
3	Closed	Confirm PJH will supply level sills and adequate substrate to caulk to at all 4 sides of new windows	KGI	PJ Hoerr	10/22/2026	10/23/2026	Confirmed
4	Closed	Confirm all work to be bid assuming normal business hours and any off-hours work or interruptions will be handled in contingency carried by PJH	KGI	PJ Hoerr	10/22/2026	10/23/2026	Confirmed
5	Open						
6	Open						
7	Open						
8	Open						
9	Open						
10	Open						
11	Open						
12	Open						
13	Open						
14	Open						

To: **PJ Hoerr, Inc.**
107 Commerce Place
Peoria IL 61604
Phone: (309)688-9567

Project: Tazewell County Courthouse Window Replacement Project
342 Court Street
Pekin, Illinois 61554

Construction Manager: P.J. Hoerr

Architect of Record: EA Architecture & Design, Inc.

Bidder Name _____

Address _____

Phone # _____

Contact _____

Email _____

This bid is based upon the bidding documents for this Project which consists of:

1. Specifications and Drawings issued dated October 13, 2026 via SmartBid.

2. Addenda as Follows:

Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;

Work Package (#/Description): **WINDOW REPLACEMENT PROJECT**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the work package stated above in accordance with the bidding documents for the following sum:

Base Bid: _____ Dollars

($_____)

TAXES: This project is tax exempt.

ALTERNATES

Alternate Bids: “Alternate Bid” means a fixed amount for all labor, material, overhead, profit, and all other costs of whatever nature and character for the item described. Alternate Bids may be used to determine the lowest responsible bidder and will not be considered in any particular order. Voluntary alternate bids may be provided at the discretion of the bidding contractor. Attach additional information if necessary to describe the alternate work.

1. Alternate Bid No. 1: **GL-4** as a substitute for GL-3
   #9 - 1/4" MC27 AIR 1/4" Lami w/0.030 AIR 0.020(#2) CL ZF-D N

   Add / Deduct:_____ Dollars ($_____)

2. Alternate Bid No. 2: **GL-5** as a substitute for GL-3
   #11 - 1/4" Bronze SB60 AIR 1/4" Lami w/0.030 AIR 0.035(#2) BZ ZF-D N

   Add / Deduct:_____ Dollars ($_____)

3. Alternate Bid No. 3: **GL-6** as a substitute for GL-3
   #12 - 1/4" Gray SB60 ARG 1/4" Lami w/0.030 ARG90 0.035(#2) GY ZF-D N

   Add / Deduct:_____ Dollars ($_____)

4. Alternate Bid: Voluntary Alternate Opportunity

   Description: _____

   Add / Deduct:_____ Dollars ($_____)

UNIT PRICES

The below unit prices will be used as an Add or Deduct from the base bid where changes in the Work are requested. The unit prices will be included in the Contract with the successful bidder. Note that if a unit price below affects the bid package and you fail to complete the unit price, you will be required to complete the unit price Work without additional compensation.
N/A

ADDITIONAL INFORMATION

The following questions will be used for bid evaluation:

1. Provide a list of your Subcontractors who will be performing work under your bid package.

Subcontractor Name	Subcontractor Scope

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the Bid closing date.

If the Bid is accepted by the Design Team within the time period stated above Subcontractor agrees to:

a. Execute the Agreement within five (5) days of receipt.
b. Furnish the required Certificate of Insurance within ten (10) days of receipt of Agreement.
c. Commence work as directed by the Construction Management Team.
d. The Undersigned agrees to observe Owner's policies and all federal, state, and local rules, regulations, and statutes.

BID FORM SIGNATURES

Bidder: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

Attest By: _____

(SEAL)

END 00 4100

5) Exception: If the glass is insulating glass or multiple pane glazing where the bottom edge of the glazing is 25 feet or more above any grade, roof, or walking surface, then it does not need to be safety glazing.

d. Glazing adjacent to stairways, landings, and ramps when the bottom edge of the glazing is less than 60” above the walking surface.

4.2. MONOLITHIC-GLASS TYPES

A. Glass Type GL-1 Clear Tempered glass.
1. Thickness: 1/4”
2. Provide safety glazing labeling.
3. Location and Placement: GL-1 to be placed in aluminum storefront frames associated to doors 108B, 113B, 124B, & 135B.

4.3. INSULATING-GLASS TYPES

A. Glass Type GL-2: Low-E-coated, tinted insulating glass.
1. Overall Unit Thickness: 1 inch
2. Thickness of Each Glass Lite 1/4”
3. Outdoor Lite: Tinted fully tempered float glass compliant with CPSC 16 CFR 1201.
4. Interspace Content: Air
5. Indoor Lite: Clear tempered float glass compliant with CPSC 16 CFR 1201.
6. Low-E Coating: Pyrolytic or sputtered on second or third surface.
7. Visible Light Transmittance: As indicated on A401
8. Winter Nighttime U-Factor: As indicated on A401
9. Summer Daytime U-Factor As indicated on A401
10. Solar Heat Gain Coefficient: As indicated on A401.
11. Provide safety glazing labeling.
12. Location and Placement: GL-2 to be placed in aluminum storefront frames associated to doors 108A, 113A, 124A, & 135A.

B. The following glazing types are based on the testing reports provided by Manko Window Systems, Inc; referencing Testing Report C0392.01-201-45. The following glazing shall be placed in all 725i Single Hung windows.

1. GL-3: #4 - 1/4" MC37 ARG 1/4" ARG90 0.036(#3) CL ZF-D N

2. The following are alternates and will substitute GL-3 and are listed on the Bid Form.

a. Alternate GL-4:
#9 - 1/4" MC27 AIR 1/4" Lami w/0.030 AIR 0.020(#2) CL ZF-D N

b. Alternate GL-5:
#11 - 1/4" Bronze SB60 AIR 1/4" Lami w/0.030 AIR 0.035(#2) BZ ZF-D N

c. Alternate GL-6:
#12 - 1/4" Gray SB60 ARG 1/4" Lami w/0.030 ARG90 0.035(#2) GY ZF-D N

END 08 8000

BID DOCUMENTS_10.13.26

COURTHOUSE WINDOW REPLACEMENT PROJECT



BID DOCUMENTS_10.13.26

PLAN REVIEW INFORMATION

NOTE:
A FORMAL BUILDING CODE REVIEW WAS NOT CONDUCTED BECAUSE THE EXISTING SYSTEMS ARE BEING REPLACED WITH SIMILAR EQUIPMENT. THIS REPLACEMENT DOES NOT REDUCE SYSTEM CONTROL, OPERATION, OR OCCUPANT EGRESS CAPABILITY. FURTHERMORE, ALL EGRESS HARDWARE REMAINS SIMILAR TO THE EXISTING CONFIGURATION.

BID DOCUMENTS_10.13.26

ACCESSIBILITY INFORMATION

IAC 2018 DEFINITION
EMPLOYEE WORK AREA.
ALL OR ANY PORTION OF A SPACE USED ONLY BY EMPLOYEES AND USED ONLY FOR WORK. CORRIDORS, TOILET ROOMS, BATHING ROOMS, LOCKER ROOMS, KITCHENETTES, AND BREAK ROOMS ARE NOT EMPLOYEE WORK AREAS. EMPLOYEE WORK AREAS ARE NOT CONSIDERED PUBLIC USE AREAS.

203.9 EMPLOYEE WORK AREAS.
SPACES AND ELEMENTS WITHIN EMPLOYEE WORK AREAS SHALL ONLY BE REQUIRED TO COMPLY WITH 206.2.8, 207.1, AND 215.3 AND SHALL BE DESIGNED AND CONSTRUCTED SO THAT INDIVIDUALS WITH DISABILITIES CAN APPROACH, ENTER, AND EXIT THE EMPLOYEE WORK AREA. EMPLOYEE WORK AREAS, OR PORTIONS OF EMPLOYEE WORK AREAS, OTHER THAN RAISED COURTROOM STATIONS, THAT ARE LESS THAN 300 SQUARE FEET (28 M2) AND ELEVATED 7 INCHES (180 MM) OR MORE ABOVE THE FINISH FLOOR OR GROUND WHERE THE ELEVATION IS ESSENTIAL TO THE FUNCTION OF THE SPACE SHALL NOT BE REQUIRED TO COMPLY WITH THESE REQUIREMENTS OR TO BE ON AN ACCESSIBLE ROUTE.

NOTES:
SECTION 206.2.8 IS IN REGARD TO ACCESSIBLE ROUTES - ROUTES INTO THE BUILDING ARE UNCHANGED WITH THIS WINDOW AND DOOR REPLACEMENT PROJECT. DOOR CONTROLS REMAIN UNCHANGED FOR THE DAILY OPERATION OF THE COURTHOUSE. THE COURTHOUSE PROVIDES AN ACCESSIBLE ROUTE FROM GRADE INTO THE BUILDING ON EAST SIDE OF THE BUILDING. AN ELEVATOR SERVES ALL FLOORS.

SECTION 207.1 IS IN REGARD TO MEANS OF EGRESS - THIS REPLACEMENT PROJECT DOES NOT ALTER OR CHANGE ANY PART OF THE MEANS OF EGRESS OTHER THAN THE REPLACEMENT OF EXTERIOR DOORS THAT WILL MATCH EXISTING OPERATION.

SECTION 215.3 IS IN REGARD TO AUDIBLE ALARMS - THIS PROJECT HAS NOT WORK ASSOCIATED TO THE EXISTING SYSTEM.

REPLACEMENT WINDOWS BEING PROPOSED ARE SINGLE HUNG WINDOWS THAT MATCH THE ORIGINAL DESIGN OF THE BUILDING AS INSTALLED IN 1914. THERE IS A MIX OF OPERABLE AND NON-OPERABLE SASHES THROUGHOUT THE BUILDING. ROOMS THAT INCLUDE OPERABLE SASHES HAVE BEEN IDENTIFIED BY THE COUNTY AS "EMPLOYEE WORK AREAS". THOSE AREAS INCLUDE PRIVATE OFFICES, OPEN OFFICES, COURTROOMS IN WHICH EMPLOYEES ARE RESPONSIBLE FOR DIRECT WINDOW CONTROL, JUDGES CHAMBERS, AND OTHER SPACES IN WHICH COUNTY EMPLOYEES ARE WORKING.

ASBESTOS NOTE:

HAZARDOUS MATERIAL TESTING WAS CONDUCTED ON EXISTING WINDOW SEALANTS. ASBESTOS REMOVAL WILL BE REQUIRED BEFORE REPLACEMENT WORK TO PROCEED. SEE ASBESTOS REPORT IN SPECIFICATION MANUAL

WINDOW & ALUMINUM FRAMED ENTRANCES PRODUCT SUBSTITUTIONS

FOLLOW SPECIFICATION 01 6000 TO REQUEST A FORMAL PRODUCT SUBSTITUTION. A SUBSTITUTION MUST BE APPROVED BY THE OWNER AND A/E BEFORE BEING CONSIDERED AS AN ACCEPTABLE ALTERNATE. IF SUCH PRODUCT IS SUBMITTED WITHOUT APPROVAL, IT WILL BE DENIED AND PROCUREMENT OF SPECIFIED PRODUCT SHALL BE AT THE CONTRACTOR'S EXPENSE

DRAWING INDEX

G101	TITLE SHEET
D101	DEMOLITION - ELEVATION
A101	FLOOR PLANS
A102	FLOOR PLANS
A201	BUILDING ELEVATIONS
A401	WINDOW ELEVATIONS
A402	OPENING DETAILS
A403	DOOR CONTROLS & HARDWARE

BID DOCUMENTS_10.13.26

SET NOTES:

THE WORK OF THIS PROJECT TO INCLUDE THE REMOVAL AND REPLACEMENT OF ALL EXISTING EXTERIOR WINDOWS AND ALUMINUM FRAMED ENTRANCES. LIMITED ELECTRICAL WORK TO OCCUR AT ALUMINUM ENTRANCES TO RECONNECT WIRING TO INSTALLED DOOR AND SECURITY CONTROLS.

No.	Date	REVISIONS

COPYRIGHT 2026 BY EA ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing from the publisher, except where by permitted by law.

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
TITLE SHEET
SHEET: G101
OF

CONTRACTOR	PROJECT OWNER	PROJECT INFORMATION	CODES
TBD	TAZEWELL COUNTY 11 SOUTH 4th STREET PEKIN, ILLINOIS 61554 309-478-5663	AUTHORITY HAVING JURISDICTION (AHJ): CITY OF PEKIN OCCUPANCY TYPE: A-3 CONSTRUCTION TYPE: TYPE III-B BID DOCUMENTS DATE: 10/13/2026	THESE PLANS HAVE BEEN DESIGNED WITH THE INTENTION OF FULL COMPLIANCE WITH THE FOLLOWING CODES: 1. INTERNATIONAL BUILDING CODE, 2018 2. NATIONAL ELECTRIC CODE, 2017 3. ILLINOIS STATE PLUMBING CODE, 77; PART 890 4. INTERNATIONAL MECHANICAL CODE, 2018 5. INTERNATIONAL FIRE CODE, 2018 6. INTERNATIONAL ENERGY CONSERVATION CODE, 2024 7. NFPA 101, LIFE SAFETY CODE 8. ILLINOIS ACCESSIBILITY CODE, 2018 9. AMERICAN DISABILITIES ACT, 2010

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED HEREIN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.
I AM DULY LICENSED ARCHITECT/ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE:_____

NAME:_____

DATE:_____

LICENSE RENEWAL DATE:_____

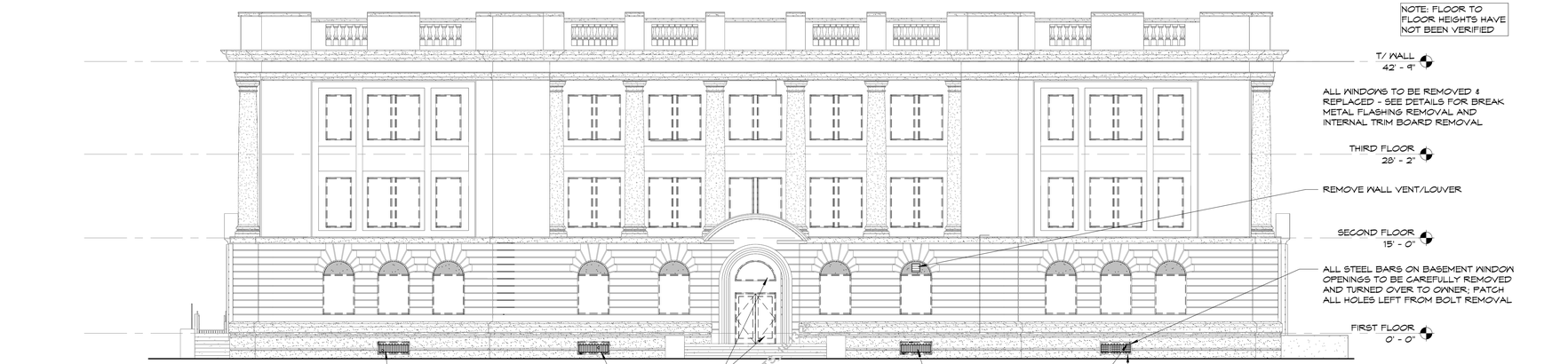
PAGES OR DIVISIONS COVERED BY THIS CERTIFICATION:

_____

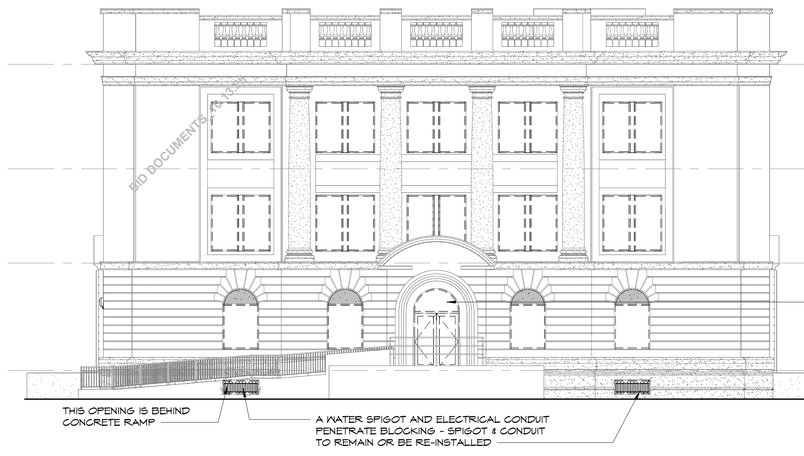
BID DOCUMENTS_10.13.26

10/13/2026 3:40:15 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

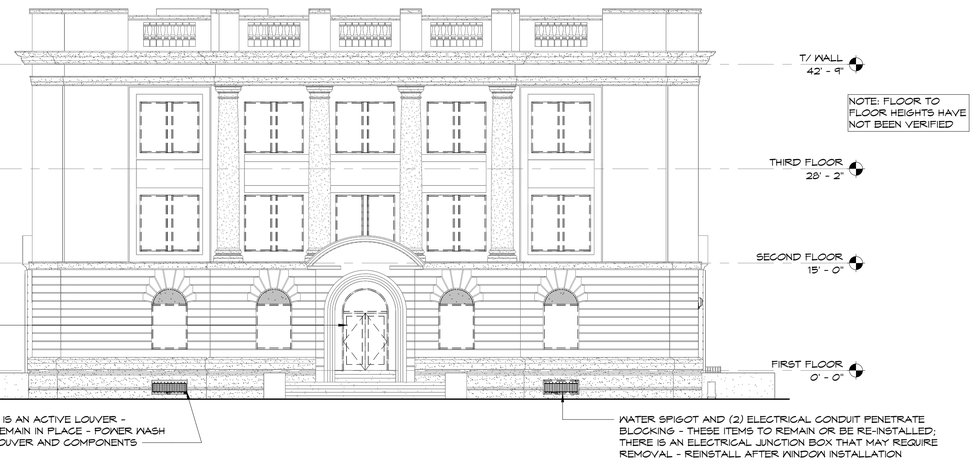
BID DOCUMENTS_10.13.26



44 DEMOLITION - NORTH ELEVATION
1" = 10'-0"



3 DEMOLITION - EAST ELEVATION
1" = 10'-0"



2 DEMOLITION - WEST ELEVATION
1" = 10'-0"



1 DEMOLITION - SOUTH ELEVATION
1" = 10'-0"

COPYRIGHT 2026 BY EA ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic and mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing from the publisher, except where by permitted by law.

No.	Date	REVISIONS

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

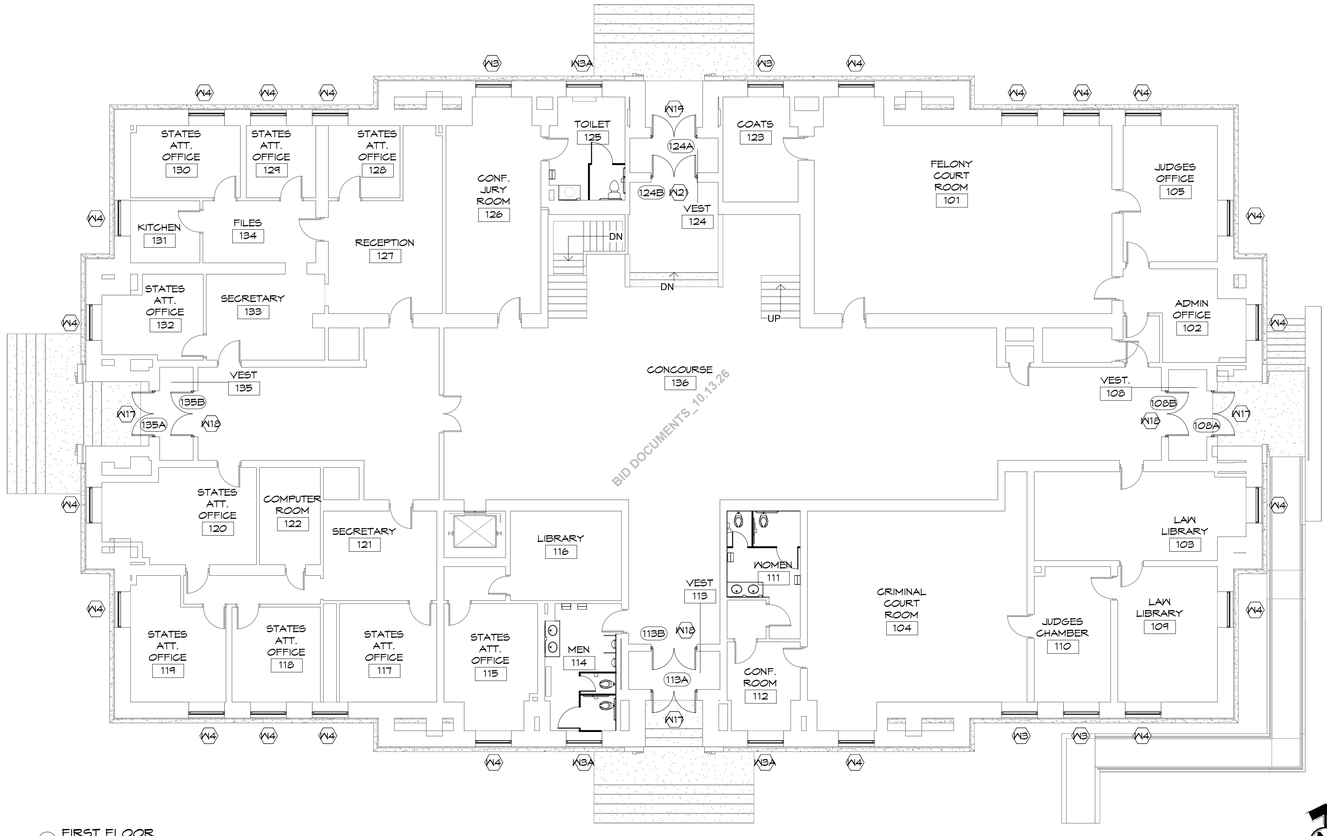
WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
DEMOLITION - ELEVATION
SHEET: D101
OF

10/13/2026 8:40:26 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

BID DOCUMENTS_10.13.26

BID DOCUMENTS_10.13.26



2 FIRST FLOOR
1" = 10'-0"

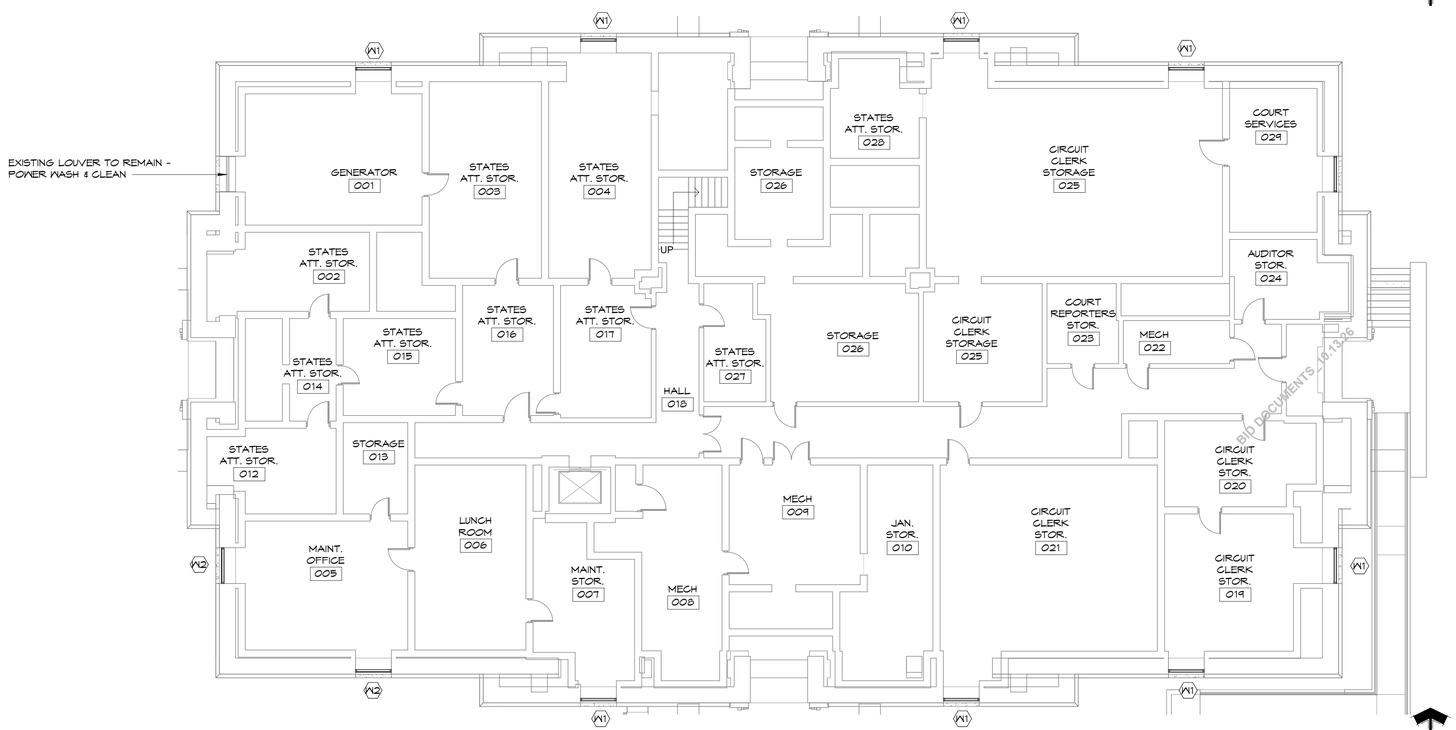
FIRST PLAN NOTES

1. ALL VESTIBULE EXTERIOR DOORS & ONE INTERIOR DOOR HAVE ACCESS CONTROL SYSTEMS - SEE SHEET A403 FOR DOOR CONTROL DIAGRAMS

2. SEE A401 FOR ELEVATIONS AND A402 FOR DETAILS.

3. COORDINATE SCHEDULE OF REMOVAL AND REINSTALLATION OF OPENINGS W/ OWNER

4. THE INTENT FOR THE WINDOW REPLACEMENT IS TO REUSE EXISTING WOOD TRIM - CAREFULLY REMOVE THIS MATERIAL IF REQ'D TO BE REMOVED FOR WINDOW INSTALLATION.



1 BASEMENT PLAN
1" = 10'-0"

BASEMENT PLAN NOTES

1. SEE D101 FOR LOCATION OF MEP SYSTEMS THAT PENETRATE THE WINDOW PANEL OR WOOD BLOCKING & FLASHINGS AROUND OPENING. THESE SYSTEMS TO BE RE-INSTALLED TO PROPER OPERATION AFTER INSTALLATION OF WINDOW SYSTEM

2. SEE A401 FOR ELEVATIONS AND A402 FOR DETAILS.

3. COORDINATE SCHEDULE OF REMOVAL AND REINSTALLATION OF OPENINGS W/ OWNER

4. CAREFULLY REMOVE ALL STEEL BARS AT WINDOW OPENINGS AND TURNOVER TO OWNER; PATCH ALL HOLES LEFT FROM BOLT REMOVAL

No.	Date	REVISIONS

COPYRIGHT 2026 BY E.A. ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic and mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing, except where by permitted by law.

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

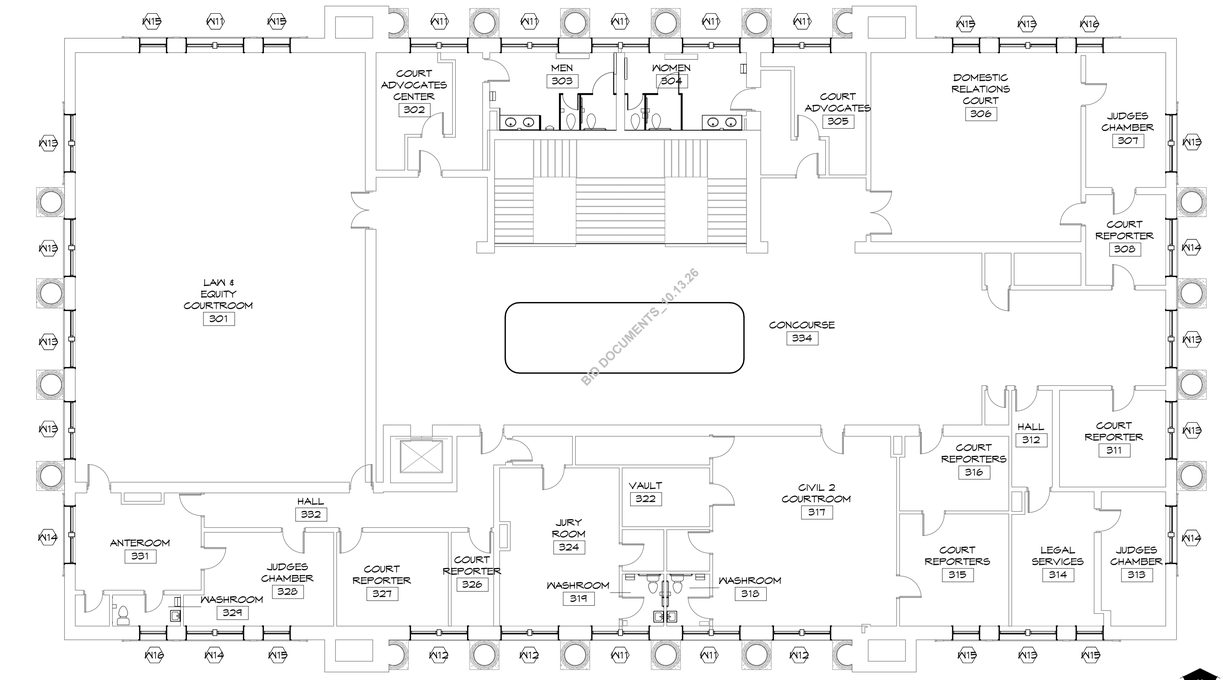
WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
FLOOR PLANS
SHEET: A101
OF

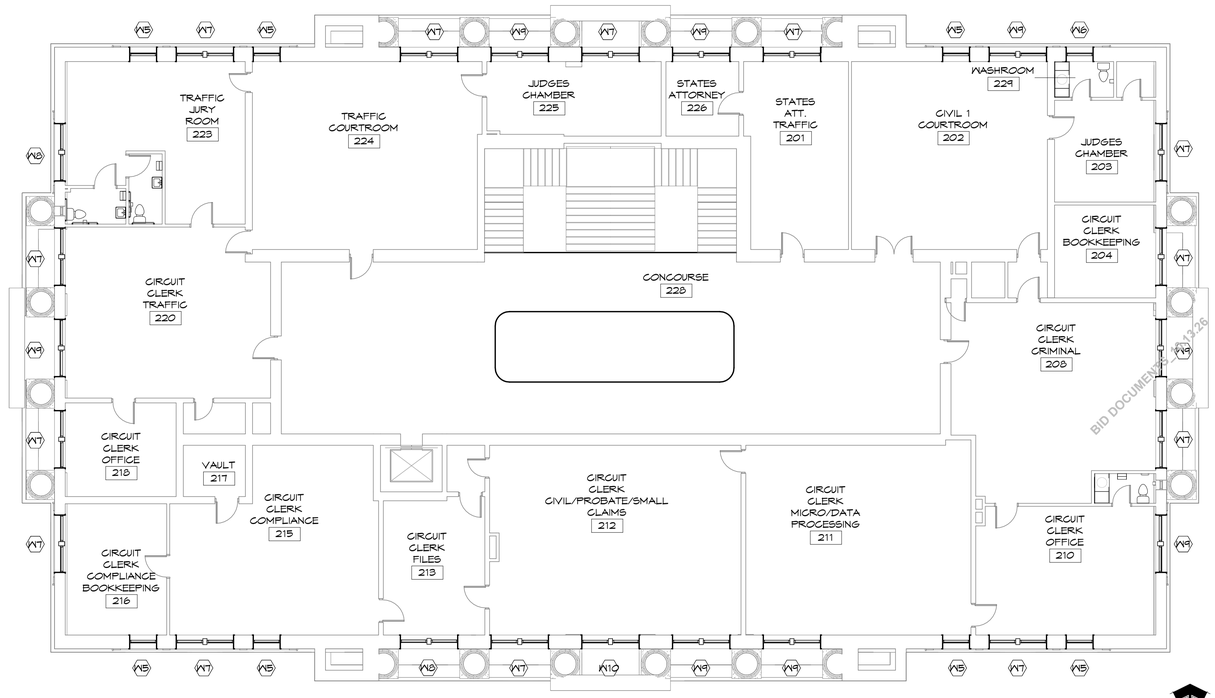
10/13/2026 3:40:32 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

BID DOCUMENTS_10.13.26

BID DOCUMENTS_10.13.26



2 THIRD FLOOR
1" = 10'-0"



1 SECOND FLOOR
1" = 10'-0"

SECOND & THIRD FLOOR PLAN NOTES

1. THE INTENT FOR THE WINDOW REPLACEMENT IS TO REUSE EXISTING WOOD TRIM - CAREFULLY REMOVE THIS MATERIAL IF REQD TO BE REMOVED FOR WINDOW INSTALLATION.

2. SEE A401 FOR ELEVATIONS AND A402 FOR DETAILS.

3. COORDINATE SCHEDULE OF REMOVAL AND REINSTALLATION OF OPENINGS W/ OWNER

No.	Date	REVISIONS

COPYRIGHT 2026 BY EA ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic and mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing from the publisher, except where by permitted by law.

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
FLOOR PLANS
SHEET: A102
OF

10/13/2026 9:40:40 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

BID DOCUMENTS_10.13.26

BID DOCUMENTS_10.13.26



4 NORTH ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



1 SOUTH ELEVATION
1/8" = 1'-0"

COPYRIGHT 2026 BY E.A. ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of this document may be copied, reproduced or transmitted in any form or by any means whatsoever, graphic and mechanical, including photocopying, recording, taping or any information or retrieval system, without the prior written permission of the architect except where by permitted by law.

No.	Date	REVISIONS

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

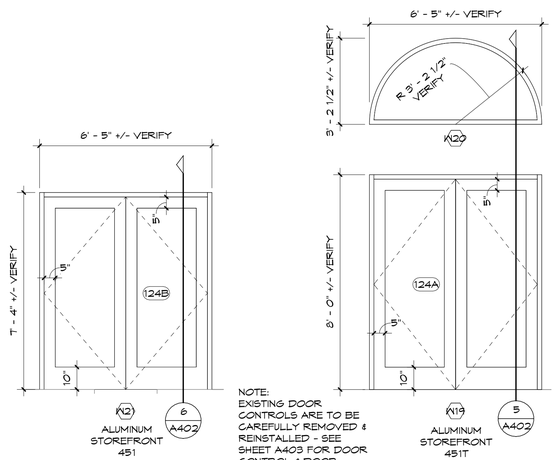
WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE:	10/13/26
SCALE:	AS NOTED
DRAWN BY:	Author
JOB:	26-009
BUILDING ELEVATIONS SHEET:	A201
OF	

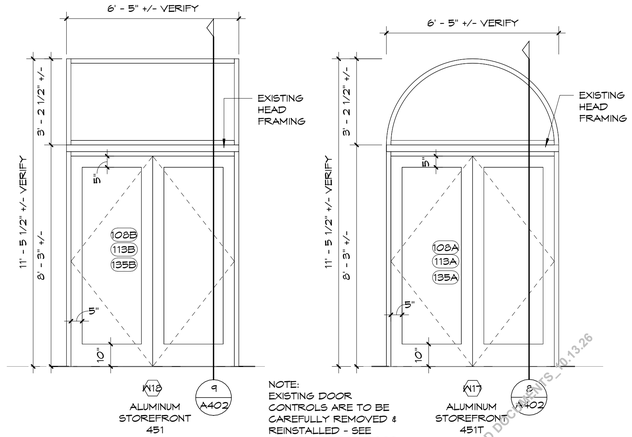
10/13/2026 8:40:57 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

BID DOCUMENTS_10.13.26

BID DOCUMENTS_10.13.26



NOTE:
EXISTING DOOR CONTROLS ARE TO BE CAREFULLY REMOVED & REINSTALLED - SEE SHEET A403 FOR DOOR CONTROL & DOOR HARDWARE NOTES



NOTE:
EXISTING DOOR CONTROLS ARE TO BE CAREFULLY REMOVED & REINSTALLED - SEE SHEET A403 FOR DOOR CONTROL & DOOR HARDWARE NOTES

BID DOCUMENTS_10.13.26

GENERAL NOTES - ALUMINUM SYSTEMS:

1. INSTALL ALUMINUM STOREFRONT SYSTEMS AND ALUMINUM PUNCHED OPENINGS AS PER MANUFACTURERS RECOMMENDATIONS.

2. ALL ANCHORING FOR SYSTEMS TO BE PER MANUFACTURERS RECOMMENDATIONS.

3. PROVIDE SEPERATION BETWEEN DISSIMILAR MATERIALS.

4. PROVIDE ALL BLOCKING AND SHIMS AS REQUIRED.

5. CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS PRIOR TO ORDERING MATERIAL.

6. GASKET COLOR SELECTION TO BE APPROVED BY ARCHITECT/OWNER.

7. ALL NOTES ARE TYPICAL, U.N.O.

8. STOREFRONT ENTRANCE & TRANSOM SYSTEMS ARE BASED ON KAWNEER 451T SYSTEM FOR EXTERIOR FRAMES & KAWNEER 451 SYSTEM FOR INTERIOR FRAMES

9. INTERIOR GLAZING SHALL BE 3/8" GLAZING - CLEAR FINISH UNLESS NOTED OTHERWISE.

10. EXTERIOR GLAZING SHALL BE MULTI-PANE WITH A TOTAL THICKNESS OF 1" AND SHALL MEET THE ENERGY CODE REQUIREMENTS AS LISTED BELOW.

11. GLAZING SHALL BE TEMPERED AS REQUIRED BY CODE REGARDLESS OF IT BEING NOTED OR NOT NOTED

12. ENERGY CODE REQUIREMENTS OF OPENINGS
THE FOLLOWING SHALL BE THE MINIMUM VALUES FOR THE ENTIRE SYSTEM:

FIXED FENESTRATION =	U-0.34
ENTRANCE DOORS =	U-0.63
FIXED SHGC =	SHGC-0.38
OPERABLE SHGC =	SHGC-0.33

13. PROVIDE SAMPLES OF THE FOLLOWING FOR OWNER SELECTION:
GUARDIAN SN68 LOW-e
GUARDIAN SN62/27 LOW-e
GUARDIAN SN62/27 LOW-e + GRAY TINT

SINGLE HUNG & FIXED WINDOW INFORMATION

BASIS OF DESIGN -
MANUFACTURER: MANKO WINDOW SYSTEMS INC.
MODEL: 5500 SERIES SINGLE HUNG SYSTEM
COLOR: TO BE SELECTED BY OWNER AND WILL BE EITHER:
BONE WHITE OR CLASSIC DARK BRONZE BEST
WINDOW COATINGS FINISH: 20-YEAR COATINGS WARRANTY

REQUIRED U-VALUE =	COG - U-0.22
	FIXED WHOLE WINDOW - U-0.30
	SINGLE HUNG WHOLE WINDOW - U-0.41
REQUIRED SHGC =	COG - SHGC-0.25
	FIXED WHOLE WINDOW - SHGC-0.24
	SINGLE HUNG WHOLE WINDOW - SHGC-0.20
VISIBLE LIGHT TRANSMITTANCE	
	COG - VT-0.60
	FIXED WHOLE WINDOW - VT-0.53
	SINGLE HUNG WHOLE WINDOW - VT-0.45

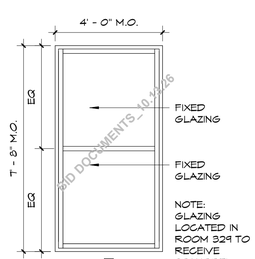
OPAQUE PANELS TO BE BASED ON THE INTERSTATE PANEL COMPANY 5-PLY INSULATED PANEL WITH HDPP CORE AND EMBOSSED PANEL FINISHES - COLOR TO MATCH THE WINDOW FRAME COLOR

PRODUCT SUBSTITUTIONS CAN BE MADE BY FOLLOWING THE REQUIREMENTS IN SPECIFICATION 01 6000

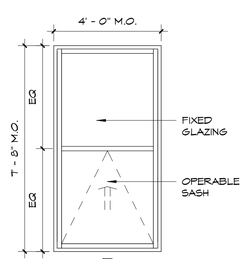
GENERAL NOTES:
1. OVERALL OPENINGS SHOWN ON THIS SHEET ARE THE ROUGH MASONRY OPENINGS. DIMENSIONS DO NOT TAKE INTO ACCOUNT EXISTING BLOCKING THAT REDUCE THE OPENING WIDTH OR HEIGHT. ALL OPENINGS SHALL BE FIELD MEASURED AND VERIFIED BEFORE PROCUREMENT.

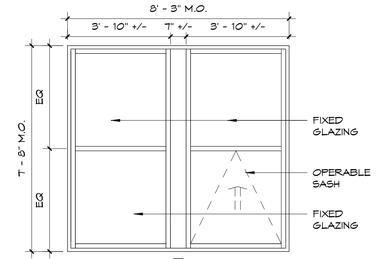
2. FRAMES W7 - W14 ARE ASSUMED TO BE 2-UNITS WITH SEPARATION BY EXISTING FRAMING - EXISTING DETAILING AS SHOWN ON A402 INDICATES FRAMING TO BE PRESENT. FIELD VERIFY THIS CONDITION.

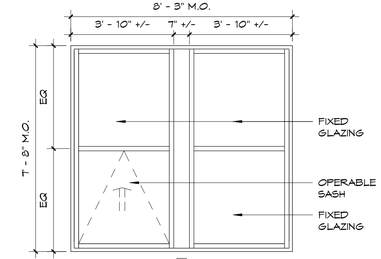
3. TEMPERED GLAZING MUST BE PROVIDED AS CODE REQUIRES. WINDOW LOCATIONS ADJACENT AND NEAR SWINGING DOORS, GLAZING WITHIN 18" OF A FLOOR SURFACE, AND OTHER REQUIRED CODE LOCAITONS MUST BE PROVIDED AS TEMPERED.

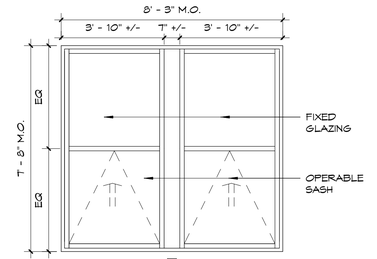


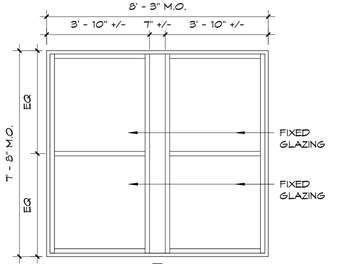
NOTE:
GLAZING LOCATED IN ROOM 329 TO RECEIVE SPANDREL COATING ON INSIDE SURFACE



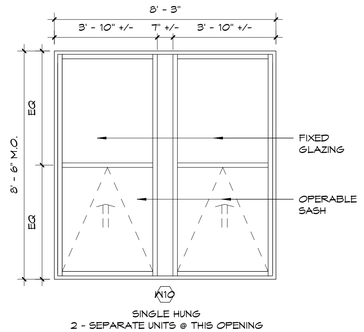


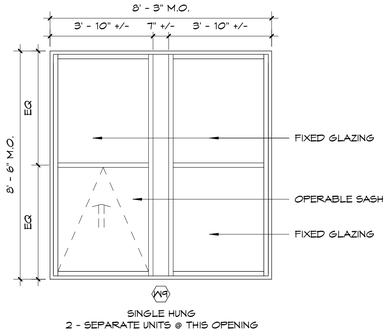


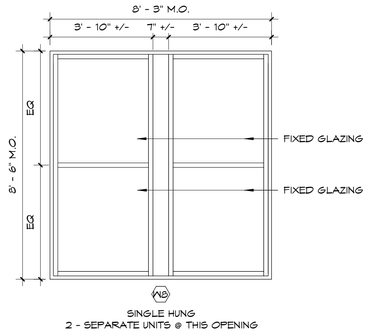


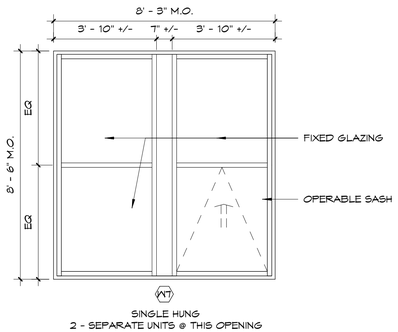


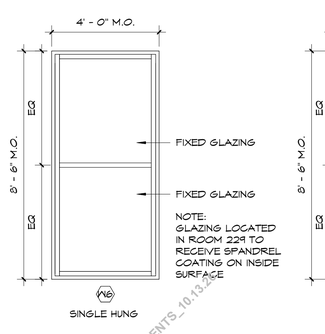
NOTE:
GLAZING LOCATED IN ROOMS 303, 304, 318, & 319 TO RECEIVE SPANDREL COATING ON INSIDE SURFACE





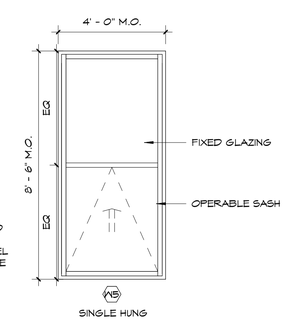


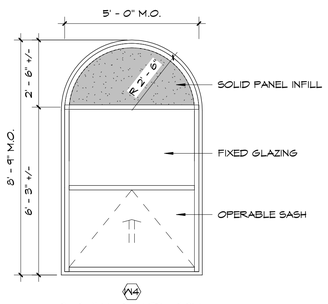


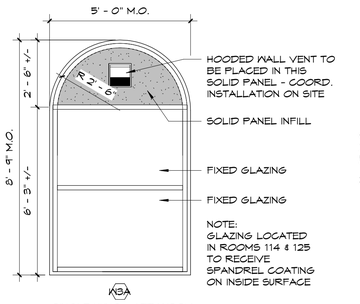


NOTE:
GLAZING LOCATED IN ROOM 229 TO RECEIVE SPANDREL COATING ON INSIDE SURFACE

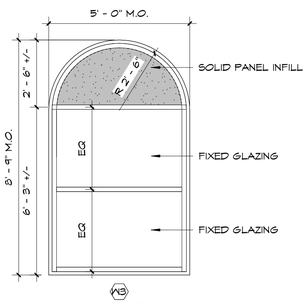
BID DOCUMENTS_10.13.26

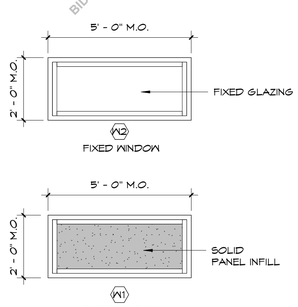






NOTE:
GLAZING LOCATED IN ROOMS 114 & 125 TO RECEIVE SPANDREL COATING ON INSIDE SURFACE





NOTE:
DIMENSIONS ON THIS SHEET ARE APPROXIMATE AND BASED ON EXISTING MASONRY OPENINGS. IT HAS BEEN ASSUMED THAT THE ORIGINAL WOOD BLOCKING IS IN PLACE AND REDUCES THE CLEAR OPENING.

THE CONTRACTOR MUST FIELD-VERIFY ALL DIMENSIONS, BLOCKING CONFIGURATIONS, RADIUS MEASUREMENTS, AND FLASHING REQUIREMENTS PRIOR TO FABRICATION AND /OR INSTALLATION.

No.	Date	REVISIONS

COPYRIGHT 2026 BY EA ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing from the publisher, except where by permitted by law.

EA ARCHITECTURE & DESIGN, INC.
502 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
WINDOW ELEVATIONS
SHEET: A401
OF

BID DOCUMENTS_10.13.26

10/13/2026 8:41:02 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

BID DOCUMENTS_10.13.26

TYPICAL DETAIL NOTES:
1. EXISTING WINDOW REMOVAL IS TO OCCUR FROM THE EXTERIOR OF THE BUILDING. MINIMAL WORK IS ANTICIPATED ON THE INTERIOR SIDE OF WINDOW. CAREFUL REMOVAL AND REINSTALLATIONS OF INTERIOR WINDOW TRIM IS REQUIRED. REPLACEMENT TRIM, IF REQ'D, SHALL MATCH EXISTING, INCLUDING STAIN COLOR.

2. 22ga PRE-FINISHED ALUMINUM BREAK-METAL FLASHINGS ARE TO BE PROVIDED AT ALL HEAD, JAMB, AND SILL CONDITIONS. SEALANT SHALL BE PROVIDED AS RECOMMENDED BY WINDOW MANUFACTURER.

3. EXISTING DETAILING INDICATES A RIPPED 2X2 WOOD BLOCKING AROUND EXTERIOR EDGE OF WINDOW. THE INTENT FOR THAT BLOCKING IS TO REMAIN. REPLACE IF ONLY IF DAMAGED OR ROTTEN

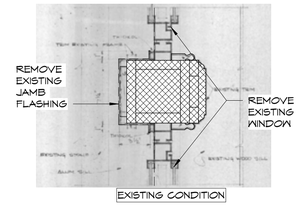
4. EXISTING OPENING FRAME REPRESENTED BY CROSS-HATCHED PATTERN TO REMAIN. THIS HAS BEEN SHOWN IN BOTH THE EXISTING AND CONSTRUCTION DETAILS. NOTIFY A/E IMMEDIATELY IF THIS FRAMING IS NOT ENCOUNTERED.

5. THE INTENT IS TO LEAVE EXISTING MARBLE PANELS & TRIMS IN PLACE DURING WINDOW/DOOR REMOVAL AND REPLACEMENT. NOTIFY A/E IMMEDIATELY IF A UNIT CANNOT BE REMOVED WITHOUT DISRUPTING EXISTING MARBLE CONSTRUCTION

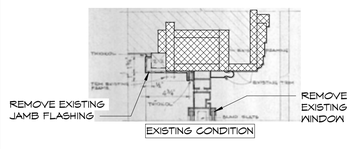
6. ALL BLOCKING BEING INSTALLED FOR THE INSTALLATION OF THESE SYSTEMS SHALL BE FIRE-TREATED. SEE 06 1000.

7. EXISTING WOOD TRIMS TO REMAIN ARE NOTED TO BE REMOVED AND REINSTALLED. IF TRIMS ARE DAMAGED AND CAN NOT BE USED, PROVIDE TRIMS TO MATCH PROFILE, STAIN, AND COLOR FOR THE ENTIRE OPENING TO WHICH IT IS TO BE APPLIED. FOLLOW 06 4000 FOR REQUIREMENTS.

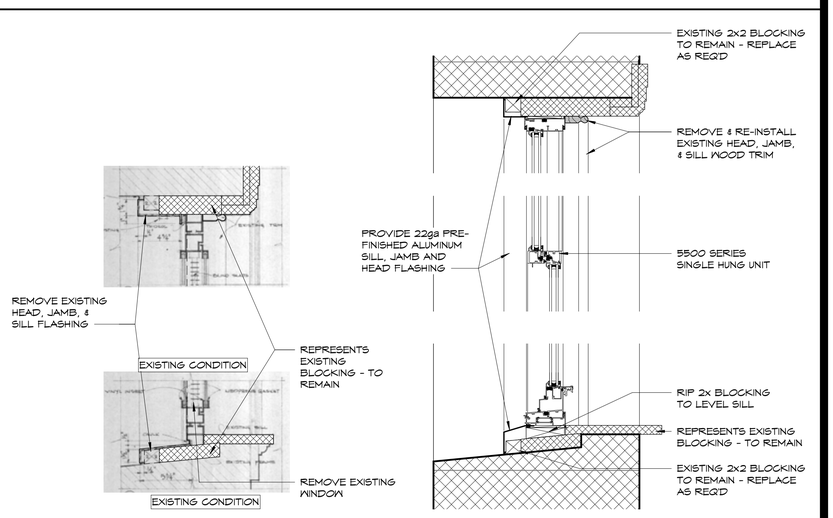
BID DOCUMENTS_10.13.26



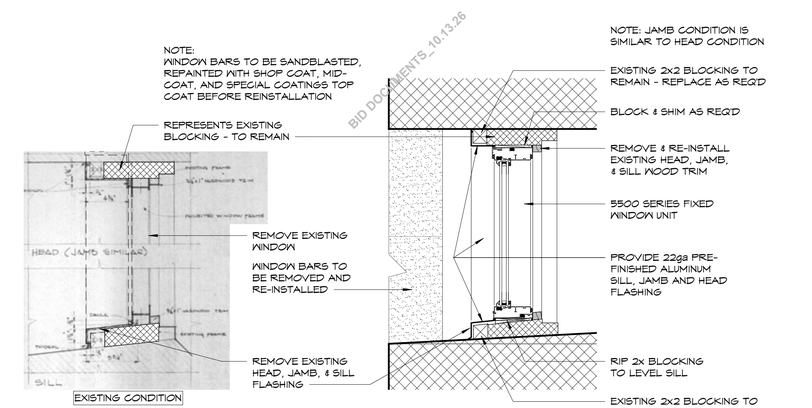
4 W7 - W14 MIDDLE JAMB DETAL
1 1/2" = 1'-0"



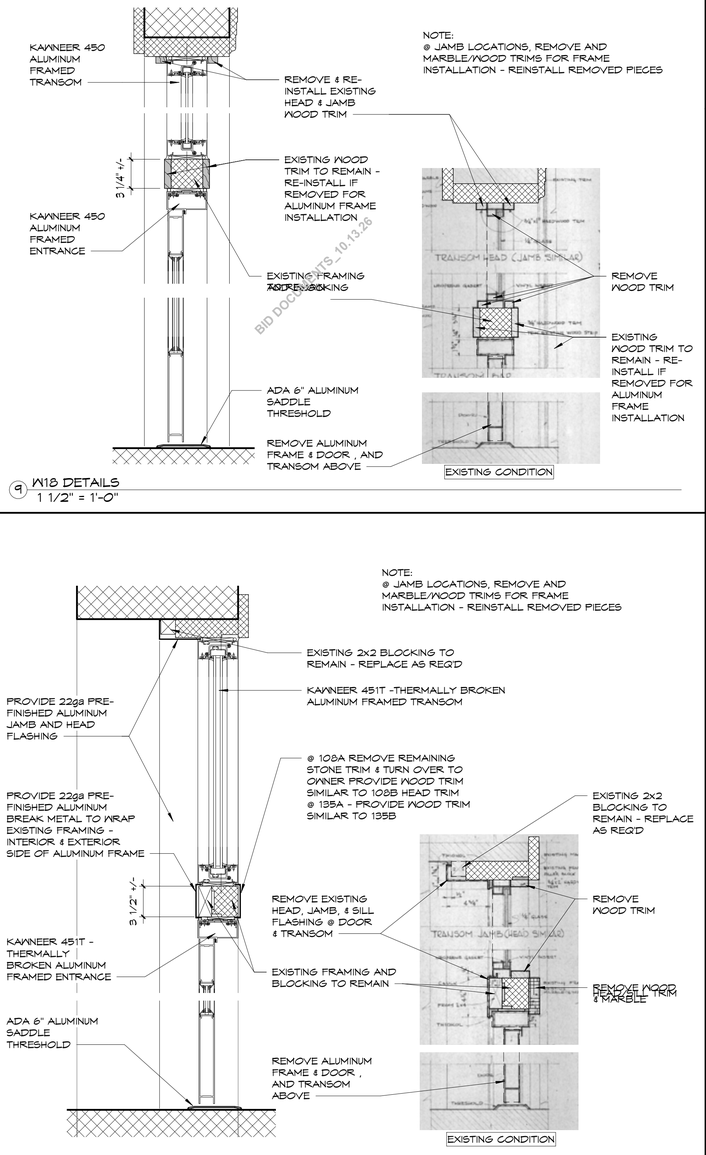
3 TYPICAL JAMB DETAIL
1 1/2" = 1'-0"



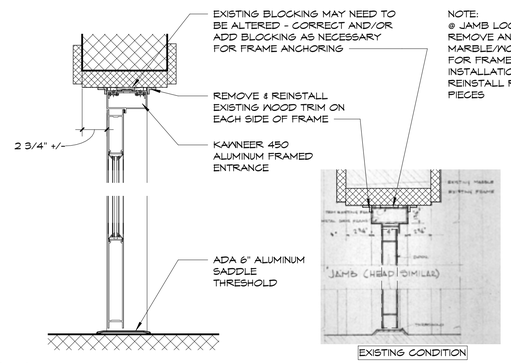
2 W3 - W16 TYPICAL SILLS & HEAD DETAILS, U.N.O.
1 1/2" = 1'-0"



1 W1 & W2 DETAILS
1 1/2" = 1'-0"

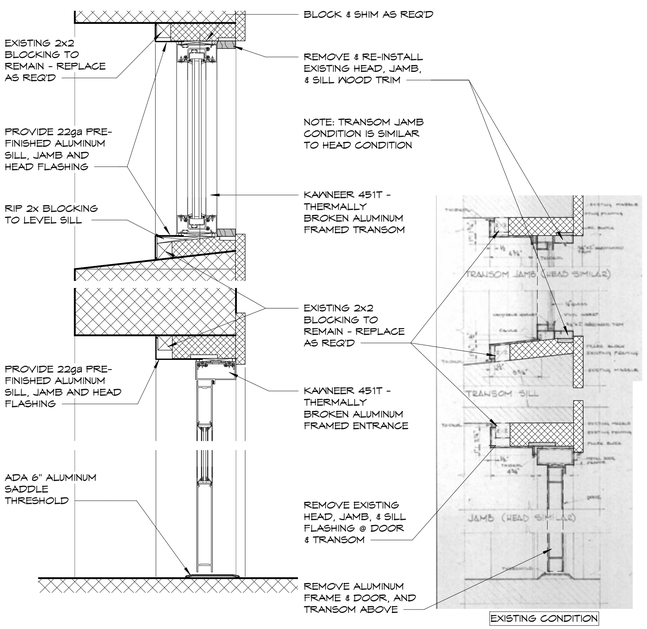


9 W18 DETAILS
1 1/2" = 1'-0"



6 W21 DETAILS
1 1/2" = 1'-0"

8 W17 DETAILS
1 1/2" = 1'-0"



5 W19 & W20 DETAILS
1 1/2" = 1'-0"

COPYRIGHT 2026 BY E.A. ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic and mechanical, including photocopying, recording, or any information or storage retrieval system, without permission in writing from the publisher, except where by permitted by law.

No.	Date	REVISIONS

E.A. ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
OPENING DETAILS
SHEET: A402
OF

10/13/2026 3:42:59 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

BID DOCUMENTS_10.13.26

DOOR HARDWARE AND CONTROL NOTES

1. ALL DOOR CONTROL SYSTEMS TO BE CAREFULLY REMOVED AND REINSTALLED ON DOORS SHOWN ON THIS SHEET. CONTRACTOR IS RESPONSIBLE TO SURVEY, TAKE INVENTORY, STORE, AND REINSTALL ALL DOORS TO PROPER OPERATION. CONTRACTOR SHALL COORDINATE ALL WORK WITH OWNER BEFORE REMOVAL OF ANY CONTROL. A MIN. NOTICE OF 72 HOURS IS REQUIRED FOR WORK TO COMMENCE ON ANY DOOR. WORK CLOSELY WITH OWNER TO REMOVE AND REPLACE ALL ENTRANCES.

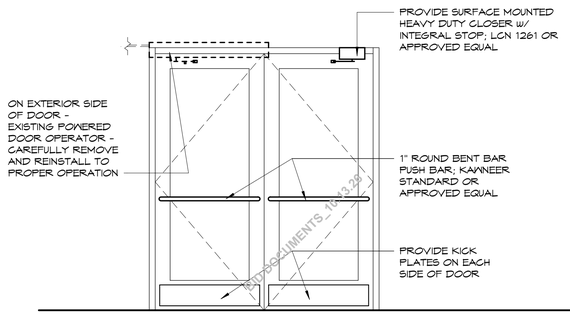
2. ALL DOOR HARDWARE ON THIS SHEET SHALL BE PROVIDED BY THE ALUMINUM STOREFRONT INSTALLER/CONTRACTOR. KICK PLATES AS SHOWN ARE AN OWNER REQUIREMENT. HARDWARE SELECTION HAS BEEN BASED ON KAWNEER'S RECOMMENDED HARDWARE. SUBSTITUTES SHALL BE SUBMITTED FOLLOWING SPECIFICATION 01 6000. NO SUBSTITUTE ALLOWED UNLESS APPROVAL HAS BEEN MADE BY A/E.

3. ALL DOOR HARDWARE SHALL BE PUSH/PULL AND BE ADA ACCESSIBLE & COMPLY WITH THE IAC CODE REQUIREMENTS (IAC 400.120.d & 404.2.7). ALL CLOSERS TO HAVE BACKCHECK. THE MANUAL FORCE REQUIRED TO OPERATE DOOR SHALL NOT EXCEED FIVE LBS.

4. DOOR HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES SHALL BE INSTALLED 34" MIN. AND 48" MAX. A.F.F. LOCKS USED ONLY FOR SECURITY PURPOSES AND NOT USED FOR NORMAL OPERATION ARE PERMITTED AT ANY HEIGHT.

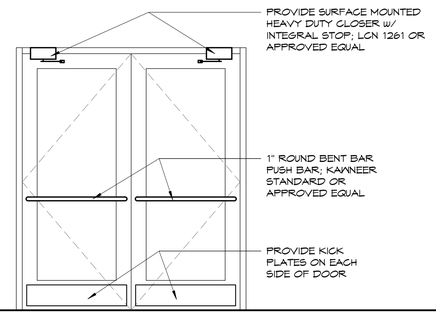
5. ALL DOOR HARDWARE TO BE HEAVY COMMERIAL GRADE, CYLINDRICAL TYPE, COMPYING WITH BHMA A156.2, ERIES 4000, GRADE 1, WITH NICKEL FINISH. CATALOG CUTS FOR ALL DOOR HARDWARE SHALL BE SUBMITTED FOR CODE REVIEW AND OWNER/ARCHITECT APPROVAL.

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL



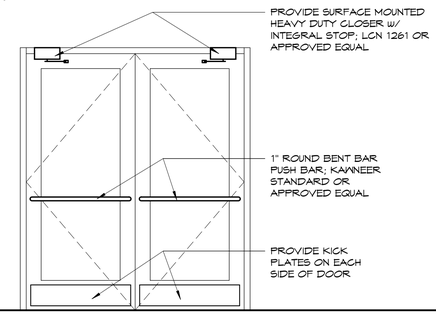
108B
EAST VESTIBULE 108
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL



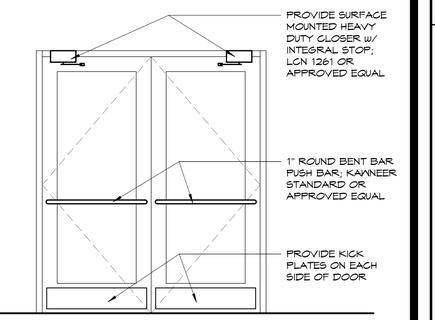
DOOR 124B
NORTH VESTIBULE 124
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL



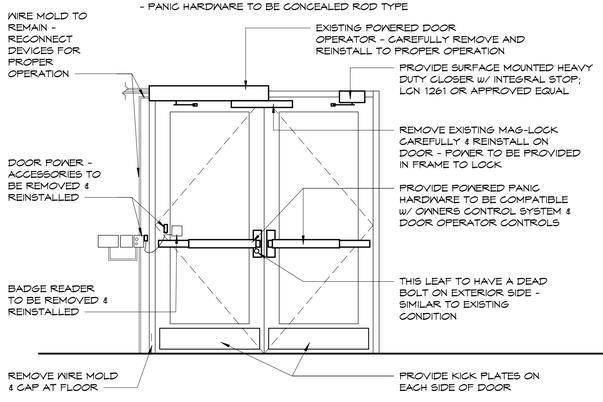
113B
SOUTH VESTIBULE 113
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL



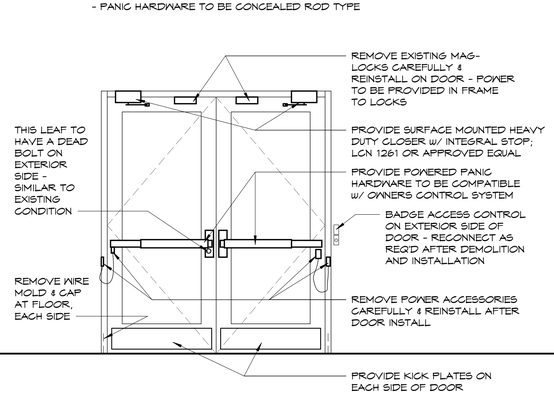
DOOR 135B
WEST VESTIBULE 135
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- PERIMETER WEATHERSTRIPPING
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL
- PANIC HARDWARE TO BE CONCEALED ROD TYPE



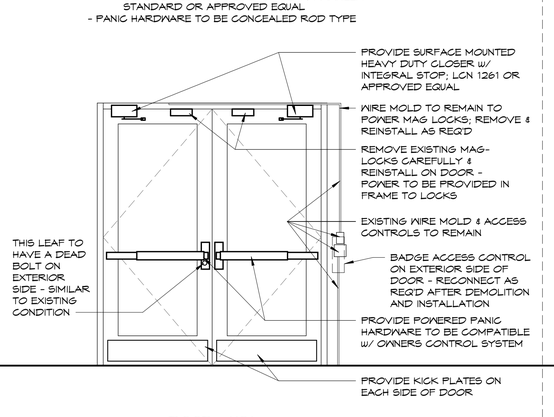
108A
EAST VESTIBULE 108
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- PERIMETER WEATHERSTRIPPING
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL
- PANIC HARDWARE TO BE CONCEALED ROD TYPE



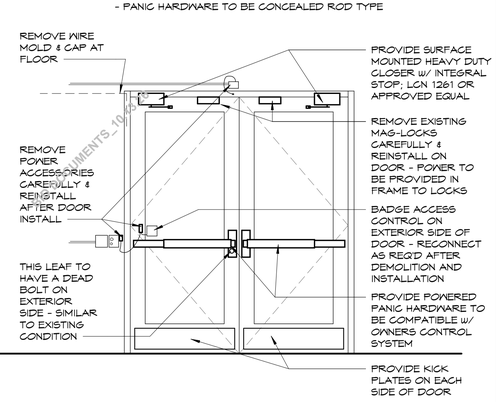
DOOR 124A
NORTH VESTIBULE 124
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- PERIMETER WEATHERSTRIPPING
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL
- PANIC HARDWARE TO BE CONCEALED ROD TYPE



DOOR - 113A
SOUTH VESTIBULE 113
INTERIOR SIDE OF DOOR

DOOR TO RECEIVE:
- CONTINUOUS HINGE EACH LEAF
- ADA ALUMINUM THRESHOLD - CONTRACTOR TO VERIFY REQ'D WIDTH
- PERIMETER WEATHERSTRIPPING
- ALUMINUM MANUF. 1" ROUND BENT BAR 'ARCHITECT CLASSIC' PULL HANDLE EACH LEAF; KAWNEER STANDARD OR APPROVED EQUAL
- PANIC HARDWARE TO BE CONCEALED ROD TYPE



DOOR 135A
WEST VESTIBULE 135
INTERIOR SIDE OF DOOR

① DOOR HARDWARE INFORMATION & CONTROL SCHEMATIC
1/2" = 1'-0"

COPYRIGHT 2026 BY EA ARCHITECTURE & DESIGN, INC.
All rights reserved. No part of these documents may be reproduced or transmitted in any form or by any means, electronic and mechanical, including photocopying, recording, or any information storage and retrieval system, without permission in writing from us, except where by permitted by law.

No.	Date	REVISIONS

EA ARCHITECTURE & DESIGN, INC.
802 N. CLINTON, SUITE 1
BLOOMINGTON, ILLINOIS 61701
PHONE: (309) 663-7111 FAX: (309) 663-7222
DESIGN FIRM #184.007110

WINDOW REPLACEMENT
342 COURT STREET
PEKIN, ILLINOIS 61554

DATE: 10/13/26
SCALE: AS NOTED
DRAWN BY: npe
JOB: 26-009
DOOR CONTROLS & HARDWARE
SHEET: A403
OF

10/13/2026 8:45:00 PM
Y:\2026 Projects\26-009 TC Courthouse Windows\TC Courthouse Windows.rvt

WINDOW REPLACEMENT
TAZEWELL COUNTY
PEKIN, ILLINOIS

PROJECT MANUAL

13 October 2026

COPYRIGHT © 2026 BY EA Architecture & Design, Inc.
All rights reserved. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the written permission of the author, except where permitted by law.

EA Architecture & Design, Inc.
802 N Clinton Street, Suite 1
Bloomington, Illinois 61701

PROJECT MANUAL FOR: Window Replacement

DATE: 13 October 2026

DIVISION	SECTION	TITLE	PAGES
00		PROCUREMENT AND CONTRACT REQUIREMENTS	
	00 0115	List of Drawing Sheets	00 0115-1-1
	00 1116	Invitation to Bid	00 1116-1
	00 2100	Instructions to Bidders	00 2100-1-5
	00 3101	Prevailing Wage Rates	00 3101-1
	00 4100	Bid Form	00 4100-1-3
01		GENERAL REQUIREMENTS	
	01 1000	Project Summary	01 1000-1-3
	01 3100	Project Coordination / General Provisions	01 3100-1-12
	01 3119	Project Meetings	01 3119-1-3
	01 5000	Temporary Facilities and Controls	01 5000-1-6
	01 6000	Product Requirements	01 6000-1-7
	01 7329	Cutting and Patching	01 7329-1-3
	01 7700	Closeout Procedures	01 7700-1-7
02		EXISTING CONDITIONS	
	02 4119	Selective Demolition for Remodeling	02 4119-1-6
03		CONCRETE	
04		MASONRY	
05		METALS	
06		WOOD, PLASTICS, AND COMPOSITES	
	06 1000	Rough Carpentry	06 1000-1-4
	06 1100	Wood Framing	06 1100-1-5
	06 4000	Architectural Woodwork	06 4000-1-8
07		THERMAL & MOISTURE PROTECTION	
	07 6200	Sheet Metal Flashing and Trim	07 6200-1-6
	07 9200	Joint Sealants	07 9200-1-11

DIVISION	SECTION	TITLE	PAGES
08		OPENINGS	
	08 4113	Aluminum Entrances & Storefronts	08 4113-1-10
	08 5113	Aluminum Windows	08 5113-1-12
	08 8000	Glazing	08 8000-1-12
09		FINISHES	
10		SPECIALTIES	
11		EQUIPMENT	
12		FURNISHINGS	
13		SPECIAL CONSTRUCTION	
14		CONVEYING EQUIPMENT	
21		FIRE SUPPRESSION	
22		PLUMBING	
23		HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)	
26		ELECTRICAL	
27		COMMUNICATIONS	
28		ELECTRONIC SAFETY AND SECURITY	
31		EARTHWORK	
32		EXTERIOR IMPROVEMENTS	
33		UTILITIES	

END TOC

Architectural

G101 TITLE SHEET

D101 DEMOLITION – ELEVATION
A101 FLOOR PLANS
A102 FLOOR PLANS
A200 EXISTING ELEVATIONS
A201 BUILDING ELEVATIONS
A401 WINDOW ELEVATIONS
A402 OPENING DETAILS
A403 DOOR CONTROLS

Plumbing / Mechanical / Electrical

NONE

All drawings are dated 13 October 2026.

END 00 0115

Owner:
Tazewell County
11 South 4th Street
Pekin, Illinois 61554

Construction Manager:
P.J. Hoerr
107 N Commerce Place
Peoria, Illinois 61604

Architect:
EA Architecture & Design Inc
802 N Clinton, Suite 1
Bloomington, Illinois 61701

Potential Bidders:

A. Bids may be emailed to Charlie Waibel at P.J. Hoerr, Inc. charlie@pjhoerr.com or hand delivered to the location below:
   Attn: Charlie Waibel
   P.J. Hoerr, Inc.
   107 N. Commerce Place
   Peoria, IL 61604

   Bids are due before 2:00 pm local time on **3rd of November 2026** for:
   Tazewell County Courthouse Window Replacement Project

B. Last Request for Information Due: October 27th, 2026
C. Mandatory Pre-Bid Meeting: October 22nd at 10:00 a.m. – Tazewell Co. Courthouse – 342 Court Street, Pekin, IL 61554
D. Desired Construction Start: Spring 2027
E. Bid Security / Bid Bond is not required.
F. Performance and Payment Bonds are not required.
G. Project Description: This Bid Package consists of the Window Replacement Package.
H. Submit your proposal on the Bid Form provided.
I. The Owner and Construction Manager reserve the right to reject any and all Bids, to waive informalities therein to determine the lowest and best bid. No bid may be withdrawn for a period of 60 days subsequent to the specified time for receipt of Bids.
J. This project is tax exempt.
K. This is a prevailing wage project. Certified payroll submissions are required with each pay application.
L. Bidders must follow the rules and regulations of the Fair Employment Practices Commission.
M. All Bidders are subject to and must comply with applicable state and federal anti-discrimination laws.
N. Bids will be privately opened.
O. All bidders shall abide by the Illinois Works Jobs Program Act Apprenticeship Initiative.
P. Bid Documents will be available through the P.J. Hoerr website Estimating pages or through the following link: on the Construct Connect SmartBid portal.

END 00 1116

1. GENERAL

1.1. SECTION INCLUDES

A. General Information
   1. Contract Time
   2. Bidding Guidelines

B. Bid Documents and Contract Documents
   1. Examination
   2. Inquiries / Addenda

C. Site Assessment
   1. Site Examination
   2. Prebid Conference

D. Bid Submission
   1. Submission Procedure
   2. Bid Ineligibility
   3. Bid Indemnification

E. Bid Enclosures/Requirements
   1. Security Deposit
   2. Insurance
   3. Bid Form Requirements
   4. Bid Form Signature
   5. Selection and Award of Alternates
   6. Owner's Tax Exemption Status
   7. Labor Rates

F. Offer Acceptance/Rejection
   1. Duration of Offer
   2. Acceptance of Offer

1.2. RELATED WORK

A. Specified Elsewhere:

   1. Section 00 1116 – Invitation to Bid
   2. Section 00 4100 – Bid Form
   3. Section 01 1100 – Project Summary

2. GENERAL INFORMATION

2.1. CONTRACT TIME

A. The responding bidder is to provide a milestone schedule for the proposed work.

2.2. BIDDING GUIDELINES

A. The submission of a Bid Proposal Form shall be deemed the Bidder's tacit acknowledgment and considered conclusive evidence that:

1. Each Bidder is responsible for reviewing and taking into consideration all Bid Documents, local regulations, and any other reasonably known items that may affect the cost of performing the work.
2. The Bidder has visited the site and is familiar with all conditions, including the nature, amount and location of the work, the general and local conditions, labor relations and all other matters which might in any way affect or have a bearing on the work or its costs.
3. The Bidder has taken into consideration expected weather conditions and the incorporation of contingencies in its bid to cover the normal delays associated with a project of the type for which the bid is being submitted.
4. The Bidder assumes ultimate responsibility for ensuring that they have obtained all Bid Documents and that they are complete.
5. The Bidder has reviewed the required Standard Subcontract agreement, insurance requirements, safety requirements and included any appropriate costs within their bid.
6. Extra compensation will not be awarded to Subcontractors for any of the above-mentioned items.
7. If a prospective Bidder discovers discrepancies, errors or omissions in the Bid Documents or is in doubt as to the true meaning of any part of the Contract Documents, Specifications or Drawings, the Bidder should immediately contact the Construction Manager, P.J. Hoerr Inc. for an interpretation.
8. Each Subcontractor shall comply fully with all laws, ordinances, rules, regulations, and orders of any public authority bearing having jurisdiction.

3. BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1. EXAMINATION

A. Bid Documents will be available via SmartBid.

B. Immediately notify P.J. Hoerr Inc. upon finding discrepancies or omissions in the Bid Documents.

3.2. INQUIRIES / ADDENDA

A. Direct questions to Charlie Waibel, email: charlie@pjhoerr.com.

B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.

C. Verbal answers are not binding on any party.

D. Clarifications requested by bidders must be in writing not less than 5 days before the date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

E. Interpretations, corrections or changes to the Bid Documents made in any manner, other than a written Addenda issued by the Architect, shall not be binding and Bidders shall not rely upon such interpretations, corrections or changes.

F. When a request to substitute a product is made, the Architect may approve the substitution and will issue an Addendum to known bidders.

G. The submission shall provide sufficient information to determine the acceptability of such products.

4. SITE ASSESSMENT

4.1. SITE EXAMINATION

A. Examine the project site before submitting a bid. Contact P.J. Hoerr Inc. to set up a site visit.

4.2. PREBID CONFERENCE

A. Mandatory Pre-Bid Meeting: October 22nd at 10:00 a.m. – Tazewell Co. Courthouse – 342 Court Street, Pekin, IL 61554

5. BID SUBMISSION

5.1. SUBMISSION PROCEDURE

A. Bids may be emailed to Charlie Waibel at P.J. Hoerr, Inc. charlie@pjhoerr.com or hand delivered to the location below:

Attn: Charlie Waibel
P.J. Hoerr, Inc.
107 Commerce Place
Peoria, IL 61604

B. Each bid must show the full legal name and business address for the Bidder, including its street address if it differs from the mailing address.

C. Each bid must be complete and free of ambiguity and signed by an individual authorized to bind the Bidder and if submitted in partnership or joint venture a list showing the full names and addresses of all partners or joint ventures must be provided.

D. All bids must be submitted in strict conformity with the documents contained in or referred to in the Bid Documents.

5.2. BID INELIGIBILITY

A. Bids that are unsigned, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

B. Any bid received after the due date stated on the Invitation to Bid will be rejected.

C. IMPORTANT: The bid proposal form and associated forms referenced must be used when submitting a bid for this project. Failure to provide the proper documents may result in the Bidder's proposal being considered non-responsive.

5.3. BID INDEMNIFICATION

A. By submitting a bid proposal form, each bidder agrees to waive any claim it has or may have against the owner, the architect/engineer, and construction manager and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

6. BID ENCLOSURES / REQUIREMENTS

6.1. INSURANCE

A. Reference Bid Documents for the insurance requirements and sample certificate of insurance.

6.2. BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices.
B. Including the Bid Form, the following documents must be completed in their entirety:

6.3. BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
   4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

6.4. SELECTION AND AWARD OF ALTERNATES

A. The acceptance of the alternates in any order or combination based upon the cumulative total of base bid and bid alternates may determine the successful bidder.

B. Acceptance of Alternates is at the Sole Discretion of the Owner.

C. Each bid Alternate may be considered separately; the Bidder is not to rely on the acceptance of any Alternate bids.

D. if the Owner chooses to accept the Alternates, it will be done so after bids have been reviewed.

6.5. OWNER'S TAX EXEMPTION STATUS

A. the Owner of this project is a sales tax-exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from sales tax.

B. All bidders acknowledge and agree that their lump sum price does not include state sales and use taxes and that the proposed contract sum does not include sales taxes.

C. Do not submit bids with sales tax included.

7. OFFER ACCEPTANCE / REJECTION

7.1. DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid's closing date.

7.2. ACCEPTANCE / REJECTION OF OFFER

A. The Construction Manager reserves the right to accept or reject any or all offers.

B. To determine the lowest responsible qualified proposal, the Construction Manager will evaluate proposals based on the following considerations.
   1. Total amount of Bidder's proposal, including Base Bid and Alternate Bids
   2. Acknowledgement of issued Addenda
   3. Bidder's bonding rate and capacity
   4. Sufficiency of Bidder's financial resources
   5. Evaluation of Bidder's labor rates
   6. Bidder's ability to perform in accordance with the drawings and specifications
   7. Bidder's ability to perform without delay or interference to other trades

8. Bidder's history of performance on previous contracts with Construction Manager or previous project for Owner
9. Evaluation of Bidder's safety record
10. Bidder's history of compliance with applicable laws, codes, and regulations
11. Quality and availability of Bidder's personnel and resources
12. Amount and nature of Bidder's current or pending litigation
13. The proposed milestone schedule

C. The bidder's bonding capacity and rate will be evaluated by the Construction Manager and Owner if requested. The cost of providing the Bidder's Performance and Payment Bonds may be added to the Base Bid to assist in evaluating the lowest responsible qualified bidder.

D. Bidder is advised that the Construction Manager may carry out an investigation of Bidder's financial condition. Such investigation may include a request for Bidder's most recent financial statements, a review of Bidder's "Business Information Report" as prepared by Dun & Bradstreet, Inc., or discussions with Bidder's surety and banking agents.

E. Bidders are required to provide a price for each specified Alternate, Unit Price, or Price Breakout that affects Bidder's Bid Package.

F. The Owner and Construction Manager shall keep the following rights and considerations:
1. To reject any or all bids and, in particular, a bid not accompanied by all the bid information required by the Bid Documents or a bid in any way incomplete or irregular.
2. To waive any informality or irregularity in any bid received.
3. To award all or any part of a bid as well as the right to let other contracts in connection with the work, including but not limited to, contracts for furnishing and installation of furniture, equipment, voice and data cabling, machines, appliances, and other apparatus.
4. To award, a contract, based on the bids received, without any further discussion of such bids.
5. To enter into negotiations with any Bidder.
6. To award individual contracts for the contract work on the basis of each separate Base Bid amount as itemized on the Bid Form, or to award a single contract to one Bidder on the basis of the combined Bid for all of the contract work.

END 00 2100

1. GENERAL

1.1. WORK INCLUDES

A. This contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01. The Act requires contractors and subcontractors to pay all 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. Each contractor and subcontractor rendering services under this contract must comply with all requirements of this Act. Each contractor and subcontractor shall keep records of the prevailing wages paid to their employees, submit a monthly certified payroll to Tazewell County and make such records available to Tazewell County for inspection upon 7 business days’ notice.

For information regarding the current prevailing wage rates for Tazewell County, Illinois can be found at: http://www.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx.

Prevailing wage rates change periodically. Contractor shall verify and revise the prevailing wages on a regular basis.

2. PRODUCTS

Not Used

3. EXECUTION

Not Used

END 00 3101

To: **PJ Hoerr, Inc.**
107 Commerce Place
Peoria IL 61604
Phone: (309)688-9567

Project: Tazewell County Courthouse Window Replacement Project
342 Court Street
Pekin, Illinois 61554

Construction Manager: P.J. Hoerr

Architect of Record: EA Architecture & Design, Inc.

Bidder Name _____

Address _____

Phone # _____

Contact _____

Email _____

This bid is based upon the bidding documents for this Project which consists of:

1. Specifications and Drawings issued dated October 13, 2026 via SmartBid.

2. Addenda as Follows:

Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;
Addendum No. ( ) _____ dated _____;

Work Package (#/Description): **WINDOW REPLACEMENT PROJECT**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the work package stated above in accordance with the bidding documents for the following sum:

Base Bid: _____ Dollars

($_____)

TAXES: This project is tax exempt.

ALTERNATES

Alternate Bids: “Alternate Bid” means a fixed amount for all labor, material, overhead, profit, and all other costs of whatever nature and character for the item described. Alternate Bids may be used to determine the lowest responsible bidder and will not be considered in any particular order. Voluntary alternate bids may be provided at the discretion of the bidding contractor. Attach additional information if necessary to describe the alternate work.

1. Alternate Bid No. 1: Voluntary Alternate Opportunity

Description: _____

Add / Deduct:_____ Dollars ($_____)

UNIT PRICES

The below unit prices will be used as an Add or Deduct from the base bid where changes in the Work are requested. The unit prices will be included in the Contract with the successful bidder. Note that if a unit price below affects the bid package and you fail to complete the unit price, you will be required to complete the unit price Work without additional compensation.
N/A

ADDITIONAL INFORMATION

The following questions will be used for bid evaluation:

1. Provide a list of your Subcontractors who will be performing work under your bid package.

Subcontractor Name	Subcontractor Scope

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the Bid closing date.

If the Bid is accepted by the Design Team within the time period stated above Subcontractor agrees to:

a. Execute the Agreement within five (5) days of receipt.
b. Furnish the required Certificate of Insurance within ten (10) days of receipt of Agreement.
c. Commence work as directed by the Construction Management Team.
d. The Undersigned agrees to observe Owner's policies and all federal, state, and local rules, regulations, and statutes.

BID FORM SIGNATURES

Bidder: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

Attest By: _____

(SEAL)

END 00 4100

1. GENERAL

1.1. WORK INCLUDES

A. Work covered by contract documents:

The work of this project includes the replacement of all existing exterior windows and aluminum framed entrances. Limited electrical work to occur at aluminum entrances to reconnect wiring to installed door and security controls. There are existing materials that are to be removed that contain asbestos. See report.

1.2. DEFINITIONS. The following terms are used throughout the contract documents. The work will be governed in accord with the definitions.

A. Fabricated: "Fabricated" pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.

B. Manufactured: "Manufactured" means standard units, usually mass produced by an established manufacturer of the respective item.

C. Provide: "Provide" means furnish and install.

D. Shop fabricated or shop made: "Shop fabricated or shop made" refers to items made by the Contractor in his own shop.

1.3. INSURANCE: See the Conditions of the Contract.

1.4. CONTRACT

A. Construct project under a single combined contract, as the General Contractor, in accordance with Supplementary Conditions, and including the following work:

1. General Work

1.5. CONTRACTOR USE OF PREMISES

A. Contractor to prepare and submit Site Logistics Plan for Architect and Owner approval prior to start of Work.

B. Confine operations at site to areas permitted by:

1. Law
2. Permits
3. Contract
4. Drawings
5. Owner's representative

a. Confer with Owner's representative and obtain full knowledge of all site rules and regulations affecting work.
b. Conform to site rules and regulations while engaged in project construction.
c. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
d. Employee list: The Owner's representative may examine Contractor's list of employees, including those of his subcontractors and their agents.
e. Vehicle use: Rigidly enforce the following:

1) Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on the Owner's premises.
2) Parking: Permitted only in areas designated by Drawings.

C. Do not unreasonably encumber site with materials or equipment.

D. Do not load structures with weight that will endanger structure.

E. Assume full responsibility for protection and safekeeping of products stored on premises.

F. Move all stored products or equipment which interfere with operations of the Owner.

G. Obtain and pay for use of additional storage or work area needed for operations.

H. Use of Site: Confine operations at site to areas as designated by Contract Documents. Do not disturb portions of Project site beyond areas in which the Work is indicated.

I. Fire Protection:

1. Fires: Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that refuse and such not be burned at the construction site. Promptly remove all refuse and such from the site for legal disposal. Prevent the accumulation of combustibles on the site or within the building.
2. Welding and cutting: It shall be the responsibility of each contractor to take precautionary measures to prevent fire.
3. Heaters: The heaters in Contractor's job offices shall be properly installed to protect combustible walls, floors, and roof. Salamander heaters or other types of open flame heaters shall not be used except with the special permission of Owner, and then only when such heaters are maintained under constant supervision.
4. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL listed and labeled safety cans, and shall be stored away from hazardous work areas.

J. Smoking inside of the existing building, including those areas associated with the work of this contract, will not be permitted. Smoking on the premises outside of the building will also not be permitted. Construction personnel, with the permission of the Contractor, may smoke in the construction trailer, provided:

1. The Architect and the Owner have no objections.
2. Smoking is confined to the Contractor use areas only - not in the areas used and/or occupied by the Architect or the Owner's Representative.

1.6. HAZARDOUS MATERIALS

A. No asbestos containing materials, lead based paints, or other hazardous materials shall be furnished or installed in this work.

1.7. OWNER OCCUPANCY

A. Full Owner Occupancy: Owner will occupy site and existing and adjacent building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations.

1. Coordination: Coordinate operations that may result in high levels of noise and vibration, odors, utility outages, or other disruption to the Owner’s operations.

    a. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

2. Egress: Unless otherwise indicated, egress from all Owner occupied areas shall be maintained at all times.

END 01 1000

1. GENERAL

1.1. WORK INCLUDES

A. Construction mobilization.

B. Schedules.

C. Submittals.

D. Construction Manager duties.

E. Subcontractors' duties

F. Meetings.

G. Coordination.

H. Closeout procedures.

I. Testing.

J. General Provisions

1.2. DEFINITIONS

A. RFI: Request for Information: Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3. CONSTRUCTION MOBILIZATION

A. Cooperate with the Construction Manager in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.

B. During construction, coordinate use of site and facilities through the Architect.

C. Comply with Architect and Construction Manager’s procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

D. Comply with contract requirements for use of temporary utilities and construction facilities.

1.4. SCHEDULES

A. Submit preliminary progress schedule in accordance with Contract requirements.

B. After review, revise and resubmit schedule.

C. During progress of work, revise and resubmit schedule as indicated by the Architect.

1.5. SUBMITTALS

A. Make submittals in accordance with Contract requirements.

B. Submit shop drawings, product data and samples for review and compliance with contract documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.

C. Submit applications for payment on AIA G702 forms (or as otherwise accepted by the Owner) for review.

D. Submit Requests for Information (RFIs) of Contract Documents, and obtain same through Architect.

E. Process requests for substitutions, and change orders, through Owner.

F. Deliver closeout submittals for review and preliminary inspection reports.

1.6. CONSTRUCTION MANAGERS DUTIES

A. Coordinate work of all contractors.

B. Enforce predetermined on-site lines of authority and communication; conduct coordination meetings attended by:

1. Contractors and subcontractors.
2. Architect's Representative.
3. Owner's Representative

C. Construction schedules:

1. Develop and maintain project schedule.
2. Coordinate schedules of all subcontractors.
3. Monitor schedule as work progresses.

a. Identify potential variances between schedule and probable completion dates.
b. Report to Architect adjustments in schedule to meet approved completion date.
c. Provide summary reports of each monitoring.
d. Document all changes in schedule.

4. Observe work of all subcontractors to monitor compliance with project schedule.

a. Verify that each subcontractor's labor force and construction equipment are available and adequate for maintaining the project schedule.
b. Verify that product deliveries are adequate to maintain project schedule.
c. Report conditions which will adversely affect critical items on project schedule to Architect with recommendations for corrective action.

D. Temporary Utilities:

1. Allocate use and location of temporary offices and storage trailers.
2. Monitor use of temporary utilities.
3. Verify that adequate services are provided to comply with specifications for work and climatic conditions.
4. Verify proper maintenance and operation of temporary utilities.
5. Administer traffic and parking controls.

E. Payments:

1. Attend monthly pay meetings scheduled by Construction Manager and attended by:

a. Owner's Representatives
b. Contractor
c. Architect

2. Submit Contractor's application for payment including:

a. Request for Partial Payment.
b. Contractor’s Sworn Statement and Affidavit
c. Waivers of Lien.
d. Requests for Payment for Stored Materials.

F. Changes:

1. Recommend necessary or desirable changes to Architect.
2. Review subcontractor's requests for changes or substitutions; submit recommendations to Architect.
3. Enforce adherence to all modifications in contract documents.
4. Assist Architect in negotiating proposals for change with subcontractors.

G. Permits and Fees:

1. Obtain building permits and special permits for permanent improvements.
2. Obtain approvals from all authorities having jurisdiction. Schedule and be present for all inspections by governmental units and authorities having jurisdiction.
3. Verify that subcontractors have obtained permits for inspections and temporary facilities.
4. Verify that subcontractors have included utility company fees.

H. Inspection:

1. Inspect work to assure that work is performed in accord with Contract Documents.
2. Reject or stop portions of the work which are not in accord with Contract Documents.

I. Interpretations of Contract:

1. Consult with Architect to obtain interpretations.
2. Assist in resolution of questions which may arise.
3. Transmit written interpretations to the concerned parties.

J. Administer Coordination and Processing of:

1. Shop drawings, product data and samples.
2. Project record documents.

K. Maintain Reports and Records at Job Site:

1. Daily log of progress of work, available to Architect and Owner’s representative.
2. Records:

a. Contracts.
b. Purchases.
c. Materials and equipment records.
d. Specified handbooks, codes and standards.
e. Daily log of project manpower by craft, including equipment and activities.
f. Inspection reports.

3. Verify that contractors and subcontractors maintain project record documents on a current basis.
4. At completion of project, assemble project record documents in accordance with Contract requirements and deliver to Architect.
5. Assemble documentation for handling of claims and disputes.

L. Verify that specified cleaning is done:

1. During progress of work.
2. At completion of contract.

M. Notification of start-up of permanent mechanical and electrical equipment:

1. Notify all parties seven (7) days prior to start-up date.
2. Record dates of start of operation of systems and equipment.

N. Substantial Completion:

1. Upon Contractor’s determination of substantial completion of work or a portion thereof, prepare for Architect a list of incomplete or unsatisfactory items.
2. Upon Architect's certification of date of substantial completion, coordinate correction and completion of work.

O. Final Completion:

1. Upon subcontractor's determination that work is finally complete:

a. Submit written notice to Architect that work is ready for final acceptance.
b. Secure and transmit to Architect specified closeout submittals.

2. Turn over to Architect:

a. Operations and maintenance data.
b. Spare parts and maintenance materials.

1.7. SUBCONTRACTORS' DUTIES

A. Coordinate work of employees and subcontractors under the Contract.

B. Conduct work to assure compliance with schedules.

C. Transmit written instructions to concerned suppliers, subcontractors.

D. Transmit all submittals and notices to Contractor, Architect and the Owner in accordance with the contract documents.

E. Under the administration of the Contractor, coordinate work with that of other contractors.

F. Cooperate with Contractor.

1.8. PRELIMINARY COORDINATION MEETING

A. A preliminary coordination meeting will be held at a time and place designated by the Architect for the purpose of identifying responsibilities of the Owner's and the Architect's personnel, and for explanation of administrative procedures.

B. The Contractor shall also use this meeting for the following minimum agenda:

1. Construction schedule.
2. Use of areas of the site.
3. Delivery and storage.
4. Safety.
5. Security.
6. Cleaning up.
7. Subcontractor procedures relating to:

    a. Submittals.
    b. Change orders.
    c. Applications for payment.
    d. Record documents.

C. Attendees shall include:

1. The Owner.
2. The Architect, and its consultants.
3. The Contractor and its superintendent.
4. Major subcontractors, suppliers, and fabricators.
5. Others interested in the work.

1.9. COORDINATION

A. Perform all work between the hours of 7:00 AM and 5:00 PM Monday through Friday, unless other arrangements are made with the Owner.

B. The Contractor is responsible for all security with regard to the construction. The Contractor shall cooperate completely with the Owner's security forces and measures.

C. Where necessary, in writing, inform each party involved of special procedures required for coordination; describe required notices, reports and attendance at meetings.

1. Inform the Owner when coordination of his work and activities is required.

D. See other requirements in other portions of the Contract Documents.

E. Coordination drawings:

1. Each Contractor shall prepare coordination drawings as required:

    a. To coordinate installation of products fabricated off-site by separate entities.
    b. Where limited space available may cause conflicts in the locations of installed products.
    c. To coordinate the work of other Contractors/trades.
2. Where space is limited, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
3. Where drawings are to provide coordination between shop drawings prepared by separate entities, show specific interrelationship between components shown on separate drawings.
4. Show installation sequences when necessary for proper installation.

1.10. CLOSEOUT PROCEDURES

A. Closeout project as noted in Contract requirements.

B. Notify Architect when Work is considered ready for Substantial Completion. Accompany Architect on preliminary review to determine items to be listed for completion or correction in Contractor's notice of Substantial Completion.

1. Substantial Completion will not be granted until, among other things, all inspections by authorities having jurisdiction are complete and fully accepted.

C. Comply with Contract requirements to correct items of work listed in executed Certificates of Substantial Completion.

D. Notify Architect when Work is considered finally complete. Accompany Architect for final acceptance.

E. Comply with Contract requirements for completion of items of Work determined as necessary for final acceptance.

1.11. TESTING

A. Testing shall be in accordance with Contract requirements.

B. Notify Architect of test schedules.

C. Verify that required personnel are present.

D. Verify that specified tests are made as scheduled.

2. General Provisions

A. General Provisions apply to ALL Contract Scopes of Work. The following conditions are hereby incorporated into each and every Contract Scope of Work.

B. Each Contract Scope of Work includes furnishing any and all materials, equipment and labor necessary, inherent or incidental to fulfill the requirements summarized below and in accordance with the Drawings, Specifications, project schedule, and other Bid Documents made a part of this Contract Scope of Work.

C. The responsibilities of each Subcontractor are intended to coincide with the other Contract Scope of Works to provide a complete and total project. It is the responsibility of each Subcontractor to become familiar with all Contract Scope of Works and all Construction Documents included in the project and identify any discrepancies or misunderstandings that may exist.

D. It is the responsibility of all bidders to make sure they have reviewed all project documents, including but not limited to front end specifications, any spec sections that may impact their scope of work and all contract drawings. Each Subcontractor shall become familiar with the Information Available to Bidders as well as any other information provided for the preparation of their bid.

E. Each subcontractor shall coordinate the work of their Bid Package with the work of other Bid Packages so that all work is completed in accordance with the Bid Documents and schedule is maintained. Rework that is required due to insufficient coordination with other subcontractors will be performed at the subcontractor’s cost.

F. Each Subcontractor must direct all correspondence to the Construction Manager for distribution to others.

G. Each Subcontractor shall comply fully with all laws, ordinances, rules, regulations and orders of any public authority bearing having jurisdiction on the project.

H. All work shall be performed in accordance with Federal, State and Local code requirements to the best of current practices and to qualify work acceptable to the Owner, Architect and Construction Manager. In the event that any discrepancies and/or errors are found in the drawings or specifications, this subcontractor shall be required to notify the Construction Manager before proceeding with the work and shall be deemed to have estimated a high-quality way of doing the work.

I. Subcontractors shall familiarize themselves with all local, state, etc. Building Codes and regulations and notify the Construction Manager of any discrepancies or deficiencies in the documents prior to submitting a bid. Should the Subcontractor fail to do so, they will be responsible for providing the more stringent installation at no additional cost to the Owner or Construction Manager.

J. Each Contract Scope of Work shall include all trade labor jurisdictionally required to complete the scope of work. If multiple trades are required, it is the responsibility of this package to procure and manage all jurisdictionally required manpower.

K. The subcontractor will be responsible for printing all Construction Documents upon award of project.

L. The subcontractor shall provide all permits, coordinate testing and permit inspections, and pay for all permit fees associated with their Contract Scope of Work. The Owner and/or Construction Manager will pay water usage and power consumption fees.

M. The Architect/ Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress and this Subcontractor shall provide proper and safe facilities for such access and inspection.

N. Subcontractor to provide access for and assist in coordination of all contracted testing agencies for the testing that will be required for the activities in each respective Contract Scope of Work. All coordination must be through the Construction Manager.

O. All remedial work associated with bad test results, incorrect layout, and incorrect fabrication shall be the responsibility of the Subcontractor, including cost for retesting. Remedial work shall be completed within 48 hours of notification, or the Construction Manager may complete the work by deducting the cost from the remaining contract amount.

P. The Owner shall have first right of refusal for the salvage and scrap of any existing material or equipment within or attached to the existing building. Subcontractors shall cooperate with the Owner in removing this material, and shall review, understand, and use caution around all items marked for salvage or removal. This right shall extend until the commencement of demolition.

Q. Each Subcontractor shall furnish the insurance required by the project documents.

R. Upon request of the Owner, the Subcontractor will at his own expense, by bonding or otherwise, secure the prompt discharge of any liens which may be filed against the property arising out of this contract.

S. Subcontractor must provide a supervisor on site who has the authority to control all aspects of Subcontractor’s work. Supervisor shall have the authority to receive and act upon directions given to Subcontractor by Construction Manager. Supervisor will have authority to control all aspects of Subcontractor’s work, including crew size, scheduling,

troubleshooting, quality assurance, coordination with Construction Manager and other trades, and punch list. The Supervisor must be available by mobile phone during working hours and provide a 24-hour emergency number.

T. Subcontractors must provide their field personnel with adequate drawings, specifications, and instruction as required to undertake and complete the work in an efficient and timely manner. Subcontractor's personnel who arrive at the jobsite without adequate information and instructions may be sent back and Subcontractor will be responsible for the cost of any delays incurred per the terms and conditions of the Contract. The subcontractor shall be fully responsible for the acts or failures to act, and omissions of the Subcontractor's own employees, sub-subcontractors, and vendors.

U. The Contractor shall submit a Daily Manpower Report in a prescribed form, to the Construction Manager/ Superintendent. This report shall include a brief description of the Contractor's activities for the day, as well as a manpower count for both the Contractor and any Sub-subcontractors.

V. All subcontractors are required to attend weekly job progress and coordination meetings with the Construction Manager's representatives. These meetings must be attended by a decision-making authority of the Subcontractor. If this person is not the superintendent/foreman, then someone with decision making ability must also attend for coordination/communication purposes. If a subcontractor fails to attend the weekly meeting, they will waive all rights for future claims on items discussed and agreed to in the meeting.

W. Subcontractors will be required to attend Pre-Activity and or Quality Control meetings prior to and/or throughout the installation of their work.

X. Subcontractors shall commence progress and complete their contract work in accordance with the project schedule. The Subcontractor agrees that the contract work shall be executed diligently and without interruption at such a rate of progress as will ensure full completion thereof in accordance with the project schedule. Subcontractor acknowledges and agrees that the time identified in the schedule for completion of the contract work as described herein is a reasonable time period for the completion of same, taking into consideration any unusual construction considerations prevailing in the locality of the project site(s).

Y. The Subcontractor may deem it necessary to work an extended shift, more than one shift or more than one extended shift to meet the project schedule. All costs associated with work performed outside normal working hours shall be at the sole expense of the Subcontractor unless shift work has been directed and authorized in writing by the Construction Manager.

Z. The subcontractor shall make accommodations for work to occur in multiple phases and/or mobilizations as identified in the documents and include any demobilization and/or remobilization expenses in their proposal.

AA. Each Subcontractor is responsible for creating the Project Schedule for the timing of delivery of equipment and materials to the jobsite. This includes accounting for material escalation costs associated with material to be installed as well as potential labor rate increases. If equipment or materials are pre-purchased and stored, Subcontractors may bill for stored materials if they provide sufficient documentation (i.e. pictures, affidavits, etc.…) that the equipment or material is in fact for this project as is allowed by the Owner Contract.

BB. The subcontractor shall furnish shop drawings, submittals, samples and mockups as required by the specifications and project schedule.

CC. The glazing contractor shall exclude the removal of existing windows and doors from their base bid; all work shall be coordinated between the abatement contractor and the glazing contractor to ensure proper sequencing and compliance with the project specifications and drawings.

DD. Glazing contractor will be required to provide their own dumpster to support the installation of the window and door systems.

EE. This Subcontractor is responsible for providing his own DAILY clean up to Construction Manager's satisfaction in order to allow safe passage through the jobsite, public protection, and efficient progression of project schedule. This Subcontractor will be required to collect and remove their own construction debris and place it in dumpsters provided by this Subcontractor.

FF. In the event the Subcontractor fails to clean up in accordance with the directions, the Construction Manager, after twenty-four (24) hours written notice to the Subcontractor, reserves the right to arrange otherwise for the clean up to be performed at the expense of the Subcontractor. In the event a dispute arises among the Subcontractor and any others as to the responsibility for clean-up, the Construction Manager may cause the clean up to be performed and allocate the costs among the parties responsible for keeping the premises and surrounding area free of accumulation of waste or rubbish. The allocation made by the Construction Manager shall be binding on the Subcontractor.

GG. This Subcontractor will provide temporary toilets.

HH. All deliveries must include costs for shipping as well as the required manpower and equipment to receive, unload and store the shipment. All deliveries must be coordinated with the Construction Manager. If these procedures are not strictly adhered to, the Construction Manager may refuse delivery at the sender's expense. Delivery times or restrictions will be reviewed at Subcontractor Pre- Activity Meeting and may be amended as necessary by the Project Superintendent.

II. Each Subcontractor is required to provide traffic control as required by the Construction Manager and local authorities while delivering, unloading or placing work.

JJ. The Construction Manager will direct where all material storage and lay down areas will be located. All materials shall be neatly stockpiled in these locations ONLY. If stored materials and equipment obstructs the progress of any portion of the work, they shall be removed or relocated by the respective Subcontractor as may be directed by the Construction Manager, without reimbursement of cost. Material/equipment storage is the responsibility of the Subcontractor. The subcontractor is responsible and liable for all materials and equipment stored on site.

KK. Subcontractors required to install materials furnished by others shall receive, inspect, unload, store and inventory such materials. The subcontractor shall verify that materials supplied by others are delivered in a new condition, undamaged and shall bear responsibility upon acceptance of such materials. The subcontractor shall notify the Construction Manager of any inadequacy of the delivered materials within 24 hours of receiving the delivery.

LL. Each Subcontractor must use caution while working around existing and new finishes and must also provide adequate protection to avoid property damage. All temporary protection measures are to be installed, maintained and removed by the Subcontractor performing the work requiring the protective measure.

MM. All construction traffic must utilize access to the site as directed by the Construction Manager.

NN. Temporary temperature and/or humidification control will be provided by this Subcontractor for the necessary interior finish activities inside the building as necessary.

OO. This Subcontractor is responsible for supplying temporary generator power required to complete their scope of work until permanent/temporary power is connected.

PP. All temporary extension cords required shall be the responsibility of each Subcontractor. Extension cords to be a minimum of 12 gauge and shall include GFCI at the electrical outlet or shall be removed at the Construction Manager's discretion if found non-compliant.

QQ. All work on this site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and the Construction Manager's (P.J. Hoerr, Inc.) published safety program. It is the responsibility of the Subcontractor to inform and educate all personnel working on site of the aforementioned requirements and ensure that these policies are enforced each day.

RR. Each Subcontractor will be required to make provisions for the safety of their own work and must make provisions to protect others from the hazard (i.e. ladders, safety rails, floor opening covers, fall protection, drinking water, traffic control, signage, etc.).

SS. In addition to OSHA standards, Subcontractors shall adhere to all Construction Manager safety requirements. Hardhats, safety glasses and high visibility clothing will be required at all times. Subcontractors shall adhere to the Construction Manager's 6' fall protection rule at all times.

TT. All Subcontractor employees will be required to attend Construction Manager's Safety Orientation prior to commencing work.

UU. Prior to working at the site, all Subcontractor employees must be trained in MSDS/HAZCOM policies and procedures. MSDS/HAZCOM information is to be supplied to the Construction Manager/Superintendent prior to delivery of material on site.

VV. All reinforcing steel or other protruding hazards left exposed must be capped or otherwise protected according to OSHA. When a subsequent trade works near this area, they must maintain this protection and supply additional caps as needed to protect their employees.

WW. The use or possession of intoxicating beverages, drugs, unauthorized firearms, or other weapons on the job is forbidden. Employees under the influence of alcohol or drugs are not permitted on the job. The Construction Manager reserves the right to remove anyone from the site for violations of the project safety program.

XX. All Subcontractors performing any excavation, backfill or similar activity must be familiar with the Geotechnical Report and include requirements stated in that report in their pricing.

YY. Prior to any excavation, the Subcontractor shall call to have utility location performed, reference Contract Documents for responsible agencies.

ZZ. All Subcontractors shall locate, protect, temporarily support and excavate around existing underground utilities, if any, which are scheduled to remain in service for the duration of the project.

AAA. Prior to any interior floor penetrations or exterior ground excavations, Subcontractors should utilize GPR to locate existing utilities.

BBB. Every effort must be made to close up all excavations on the same day they are started; however, if an open excavation cannot be backfilled on the same day the responsible Subcontractor shall protect the general public by utilizing safety barricades as outlined in OSHA standards and the P.J. Hoerr safety program; including but not limited to, perimeter snow fence, covering the opening, etc. This protection must be maintained throughout the excavation and backfill period and in place at the end of each working day.

CCC. Each Subcontractor will be required to caulk/joint seal own work unless noted otherwise. If caulking is scheduled to be installed between multiple Subcontractors' work, then the last trade to install their product will be required to provide the caulking/joint sealant unless warranty of that item would dictate otherwise.

DDD. Penetration fireproofing and fire-safing or other rated caulking shall be performed by the Subcontractor whose work penetrates the partition, unless noted otherwise. Additionally, any damaged fire-rated assemblies that are related to or fall within a Subcontractor's jurisdiction or scope of work shall be repaired to their original specification.

EEE. Each Subcontractor must provide the necessary manpower to monitor, protect, and adjust their work items placed in concrete, masonry, masonry grouting, etc. to ensure alignment of finished product.

FFF. Each Subcontractor will be required to provide their own sleeves, core drill, or otherwise make their own penetrations and seal opening for own work through walls, floors, and ceilings.

GGG. Hauling of material across the roof will not be permitted unless plywood is used to protect the roof. At locations where masonry walls or other work is scheduled immediately above the finished roof system, the installing Subcontractor will be required to place plywood down in their work area in order to protect the roof from materials and heavy foot traffic.

HHH. All scaffolding and/or lifts that are required by this Subcontractor shall be the responsibility of this Subcontractor. Scaffolding and/or lifts must be appropriately cleaned and have appropriate tires to be allowed on existing and/or new floor slabs. Each Subcontractor is responsible for protecting the floor where scaffolding and/or lifts will be utilized by this Subcontractor. Scaffolds are to be erected by a certified scaffold erector. All scaffolding and equipment tags must be up-to date.

III. All Subcontractors are required to remove labels, stickers, temporary packaging, manufacturer info, etc. from all materials prior to the start of the final cleaning phase.

JJJ. All operation and maintenance manuals and warranty information shall be submitted in an organized format to the Construction Manager at the time that the Subcontractor is requesting payment for fifty (50) percent or more of their subcontract sum. No additional payments will be issued until the necessary items are received by the Construction Manager.

KKK. Subcontractor's Work shall be free of all defects in material or workmanship, and Subcontractor agrees to replace or repair, at Subcontractor's sole expense, any Work in which any defects appear within one year from the date of Owner's final acceptance by of Contractor's work on the Project. If Owner; or Contractor identify any defective or deficient Work, Subcontractor shall immediately repair, or remove and replace, such Work. The subcontractor shall pay all costs of such repair or replacement, including all removal of the defective Work, and all transportation, shipping and taxes related to replacement material or equipment. Subcontractor shall also repair all other work damaged by Subcontractor's warranty work.

LLL. Subcontractor agrees to provide all required move-ins necessary to complete Scope of Work.

MMM. Each subcontractor must provide daily work tickets for approval by the Construction Manager's on-site superintendent for any authorized extra work. Failure to provide such tickets will result in the subcontractor performing such work for no additional cost. Hours and/or funds not used will be credited back to the Owner.

NNN. Allowable Mark-Up for Extra Work. Subcontractor shall be allowed to place percentages of mark-up for overhead and profit for extra work it performs in accordance with the following table:

Type of Cost	% Mark-Up
Labor	15 %
Material	10 %
Equipment	10 %
Subcontractor(s)	5 %

OOO. Unit rates, if requested as part of the Work Package, shall be limited to and include these percentages of mark-up.

PPP. Subcontractor's Work shall be free of all defects in material or workmanship, and Subcontractor agrees to replace or repair, at Subcontractor's sole expense, any Work in which any defects appear within one year from the date of Owner's final acceptance of Contractor's work on the Project. If Owner or Contractor identify any defective or deficient Work, Subcontractor shall immediately repair, or remove and replace, such work. Subcontractor shall pay all costs of such repair or replacement, including all removal of the defective Work, and all transportation, shipping, and taxes related to replacement material or equipment. Subcontractor shall also repair all other work damaged by Subcontractor's warranty work.

QQQ. Each Subcontractor shall be responsible for parking in designated contractor areas.

RRR. It is understood by all bidders that there is not a "General Contractor" overseeing the work of this project. As such each and every subcontractor shall coordinate with each other to ensure all building systems are coordinated properly.

SSS. Each subcontractor is responsible for the complete contents of the general notes for this project as shown on the bid documents.

TTT. Background checks will likely be required by the County.

3. PRODUCTS

Not Used.

4. EXECUTION

Not Used.

END 01 3100

1. GENERAL

1.1. WORK INCLUDES

A. Contractor requirements:
   1. Attend specified meetings.
   2. Ensure attendance of subcontractors and suppliers when required or directed.

1.2. RELATED WORK

A. Specified Elsewhere:
   1. Section 01 1000 – Project Summary
   2. Section 01 3300 – Submittal Procedures
   3. Section 01 7700 – Closeout Procedures

1.3. PRECONSTRUCTION MEETING

A. Before starting construction, the Construction Manager will schedule and conduct a Preconstruction Meeting. Architect will:
   1. Prepare agenda.
   2. Distribute written notice and agenda of meeting a minimum of five business days in advance of meeting date.
   3. Make physical arrangements for meeting.
   4. Record minutes; include significant proceedings and decisions.
   5. Distribute copies of minutes to participants within five business days after meeting.

B. Attendance:
   1. Owner's representative
   2. Architect and its consultants
   3. Contractor and subcontractors

C. Minimum agenda:
   1. Key personnel / duties
   2. Contract amount / scope
   3. Chain of authority and communications
   4. General requirements
      a. Certificate of Insurance
      b. Performance and Payment Bonds
      c. Notice to Proceed
   5. Construction schedule
   6. Work hours and timelines
   7. Temporary facilities and controls
   8. No smoking policy
   9. Payment procedures and regulations
      a. Schedule of values
      b. Application for payment
      c. Lien waivers
      d. Retainage
      e. Stored materials
   10. Employee requirements
      a. Equal Employment Opportunity
      b. Prevailing wages
      c. Certified payroll
   11. Submittals
      a. List of subcontractors and suppliers

b. Shop drawings, product data and samples
c. Material Safety Data Sheets (MSDS)
d. Product substitutions

12. Change orders
13. Record documents
14. Distribution of documents
15. Project meetings
    a. Payment/progress meetings
    b. Coordination meetings

16. Questions

1.4. PAYMENT/PROGRESS MEETINGS

A. The Construction Manager will schedule and conduct monthly payment and progress meetings. Construction Manager will:
1. Prepare agenda.
2. Distribute written notice and agenda of regular and called meetings five business days in advance of meeting date.
3. Make physical arrangements for meetings.
4. Record minutes; include significant proceedings and decisions.
5. Distribute copies of minutes to participants within five business days after meetings.

B. Architect will ascertain that work is expedited consistent with construction schedule and Contract Documents.

C. Regular meeting dates, times and locations will be established at Pre-Construction Meeting.

D. Attendance:
1. Owner's Representatives
2. Architect and its consultants
3. Contractor and subcontractors

E. Minimum agenda:
1. Review and approve minutes of previous meeting.
2. Review work progress for the last period
3. Review anticipated work progress for the next period
4. Review construction issues:
    a. Field observations, problems and decisions
    b. Requests for Information
    c. Requests for Proposal
    d. Change Orders

5. Review status of submittals
6. Review of progress cleaning
7. Update project schedule (an approved updated Project Schedule is required prior to approval of application for payment)
8. Update record documents (approved updated Record Documents are required prior to approval of application for payment)
9. Listen to owner concerns
10. Review application for payment
11. Identify other business
12. Identify upcoming meetings:

    a. Coordination meeting
    b. Payment/Progress meeting

1.5. PROGRESS MEETINGS

A. The General Contractor will schedule and conduct progress meetings. Meetings will be scheduled as needed in accordance with prior agreement with Architect. Contractor will:
   1. Prepare agenda
   2. Distribute written notice and agenda of meeting five (5) business days in advance of meeting date
   3. Make physical arrangements for meetings
   4. Preside at meetings
   5. Record minutes; include significant proceedings and decisions
   6. Distribute copies of minutes of meetings to participants and Owner within five (5) business days after meetings

B. Attendance:
   1. Architect
   2. General Contractor
   3. Other Contractors
   4. Subcontractors and suppliers as pertinent to agenda

C. Minimum agenda:
   1. Review and approve minutes of previous meeting
   2. Review work progress for the last period
   3. Review anticipated work progress for the next period
   4. Review construction issues:
      a. Field observations, problems and decisions
      b. Problems which impede planned progress
      c. Requests for Information
      d. Requests for Proposal
      e. Change Orders
   5. Review changes proposed by Owner for:
      a. Effect on construction schedule
      b. Effect on completion date
   6. Review construction schedule; develop corrective measures and procedures to regain planned schedule
   7. Review of quality control procedures and recent test results.
   8. Update project record documents
   9. Review submittal schedules, expediting submittals as required to maintain schedule
   10. Identify other business

END 01 3119

1. GENERAL

1.1. INFORMATIONAL SUBMITTALS

A. The following submittals are to be submitted for information only.

1. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate.

2. Substrate Moisture Plan: For each installed substrate receiving finishes requiring a specific substrate moisture level, submit a narrative and schedule indicating measures that will be taken to ensure suitability of the substrates.

1.2. QUALITY ASSURANCE

A. Codes and Regulations: Comply with Federal, State, and Local regulations, and with utility company requirements.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions of the Americans with Disabilities Act (ADA) and the Illinois Accessibility Code.

2. PRODUCTS (NOT USED)

3. EXECUTION

3.1. INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Comply with Federal, State, and local regulations.
2. Install work in neat and orderly manner.
3. Make structurally, mechanically and electrically sound throughout.
4. Maintain to give safe, continuous service, and to provide safe working conditions.
5. Provide each facility ready for use when needed to avoid delay.
6. Modify and extend systems as work progress requires.

B. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2. USE OF OWNER'S PERMANENT AND EXISTING SYSTEMS FOR CONSTRUCTION

A. General: Where Owner’s systems are indicated to be used for temporary purposes, the following items apply:

1. Do not overload system. When project requirements exceed system capacity, provide separate system to meet needs.
2. Connection, disconnection, and use of systems shall not disturb Owner’s operations.

3. Modify, supplement, and extend system to meet temporary utility requirements for project.
4. Maintain all components used for temporary systems, including lamps and ballasts.
5. Maintain strict supervision of use of temporary facilities.
6. Enforce conformance with Owner's regulations and all applicable codes and standards.
7. Use only designated facilities, systems or portions thereof.
8. Replace all components damaged by Contractor's use.
9. Ventilating: Provide temporary filters in ducts and furnace units. Replace with new filters immediately prior to final project acceptance. See “Protection of Installed Work” in this Section.

B. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

3.3. TEMPORARY UTILITY INSTALLATION - GENERAL

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers as directed by authorities having jurisdiction.

C. Sanitary Facilities:

1. Temporary Sanitary Facilities: Provide an adequate quantity of temporary toilets and handwashing facilities for all workers and authorized parties throughout construction period. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Clean and service as often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.

3.4. TEMPORARY ELECTRICITY

A. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use. Provide connections and extensions of services as required for construction operations. Maintain equipment in a condition acceptable to Owner.

B. Provide secondary power centers as needed and provide circuit protection for each circuit.

C. Provide service connections required for:

1. Temporary lighting.
2. Temporary heating and ventilating.
3. Testing and checking permanent mechanical and electrical equipment.

D. Contractors or subcontractors who require primary power, secondary power centers or service connections in excess of that specified: Make arrangements with the responsible Contractor and pay all costs thereof.

3.5. SUPPORT FACILITIES INSTALLATION

A. General: Provide traffic directional signage, barricades and other traffic control measures per approved Site Logistics Plan.

B. Temporary Roads and Paved Areas: As needed, construct and maintain temporary roads and paved areas adequate for construction operations. Contractor is responsible for the costs to provide and/or remove temporary roads/paved areas to allow the continuation of project progress. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Existing and Permanent Roads and Paved Areas: Where existing and permanent roads and paved areas are used for construction, they shall be cleaned and repaired as required to return to condition prior to construction. The final appearance and condition shall be acceptable to the Architect.

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking and Material Staging: Utilize contractor parking and staging areas indicated on Drawings or arrange for temporary surface parking/staging areas to accommodate construction personnel and materials._Contractor parking and material staging shall not encumber the site.

F. Project Signs: Provide Project signs as indicated.

1. Temporary Signs: Provide other signs as indicated and as required for safety and to inform public and individuals seeking entrance to Project site.
2. Maintain and touchup signs so they are legible at all times.
3. No other signs are allowed without Owner permission except as otherwise required by law.

G. Waste Disposal Facilities: Comply with requirements specified in specification for Construction Waste Management.

H. Existing Elevator Usage: Existing elevators may be utilized by the Contractor, provide elevators are cleaned and maintained in a condition acceptable to the Owner.

1. Loading of elevator shall be limited to 90% of the rated elevator capacity.
2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage licensed elevator service personnel to restore damaged work so no evidence remains of correction work or provide new units as required.
3. Elevator use by the Owner shall be maintained at all times.

I. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial project use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.6. PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to State and local regulations and as indicated elsewhere in the Contract Documents.

C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

1. Provide and comply with SWPPP (Storm Water Pollution Prevention Plan) requirements where required.

D. Tree and Plant Protection: Install and maintain temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Equipment and materials may not be placed within the temporary vegetation protection areas. Protect tree root systems from damage, flooding, and erosion.

E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

F. Building Contents Protection: Provide all necessary protective means to insure that equipment and furnishings in the building are not stolen, damaged, or soiled by construction operations. Cooperate with the Owner regarding the removal, relocation and/or protection of all fixtures, furnishings, finishes, and equipment.

G. Egress: Maintain egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.7. PROTECTION OF INSTALLED WORK

A. General:

1. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
2. Provide protective coverings at wall, projections, jambs, sills, and soffits of openings.
3. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
4. Protect air-handling equipment.
5. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

3.8. PROGRESS CLEANING

A. Maintain all construction areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition at all times.

B. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

D. Remove waste materials, debris, and rubbish from site and dispose legally off-site.

E. Maintain streets and sidewalks around the Project site in a clean condition. Remove all spillage and tracking arising from the performance of the Work from such areas. Establish a regular maintenance program of sweeping and hosing to minimize accumulation of dirt and dust upon such areas at least daily.

3.9. OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
2. Prevent water-filled piping from freezing.
3. Maintain markers for underground lines. Protect lines from damage during excavation operations.

END 01 5000

1. GENERAL

1.1. WORK INCLUDES

A. Specified materials and equipment.

B. Transportation and delivery.

C. Equipment and personnel at site.

D. Storage for materials and equipment to be installed in Project.

E. Protection and security for stored materials and equipment, on and off site.

F. Substitutions and Product options

1. Base all bids on providing all products exactly as specified.
2. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturer, subject to the Architect's acceptance.
3. For products specified by naming several products or manufacturers, select any product and manufacturer named.

1.2. MANUFACTURER'S INSTRUCTIONS

A. When Contract Documents specify that installation shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including four copies to the Architect.

B. Maintain one set of complete instructions at the jobsite during installation and until completion, then file with the Project Record Documents.

1.3. OFF-SITE STORAGE AUTHORIZATION

A. Off-site storage will be permitted only with Owner's prior written authorization in accordance with the conditions of the contract.

1.4. SUBMITTALS

A. In accordance with Section 01 3300, submit:

1. Request for allocation of storage space.
2. List of materials and equipment to be stored.
3. Proposed location for storage.
4. Special storage requirements.
5. Schedule of anticipated storage dates.

1.5. SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

A. Prior to Bid Opening: The Architect will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least ten calendar days prior to bid opening date. Requests received after that time will not be considered. If a request is approved, the Architect will issue an appropriate addendum.

B. After Award of Contract: No substitutions will be considered after Notice of Award except under one or more of the following conditions:

1. Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
2. Unavailability of specified products, through no fault of Contractor.
3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
4. Manufacturer/Fabricator refusal to certify or guarantee performance of specified product as required.
5. When a substitution would be substantially in the Owner's best interest.

1.6. SUBSTITUTION REQUIREMENTS

A. Complete Substitution Request Form included in this section.

B. Submit not less than four copies of each request for substitution. Include in request:

1. Complete data substantiating compliance of proposed substitution with Contract Documents.
2. For Products:

a. Product identification, including manufacturer's name and address.
b. Manufacturer's literature.

1) Product description.
2) Performance and test data.
3) Reference standards.

c. Samples.
d. Name and address of similar projects on which product was used and date of installation.

3. Itemized comparison of proposed substitution with product or method specified.
4. Data relating to changes in construction schedule.
5. Identify:

a. Other contracts affected.
b. Changes or coordination required.

6. Accurate cost data on proposed substitution in comparison with product or method specified.

C. In making request for substitution, bidder/contractor represents:

1. It has personally investigated proposed product or method and determined that substitution is equal or superior in all respects to that specified.
2. It will provide the same guarantee for substitution as for product or method specified.
3. It will coordinate installation of accepted substitutions into work, making all such changes as may be required for work to be complete in all respects.
4. Cost data is complete and includes all related costs under its contract, but excludes:

a. Costs under separate contracts.
b. Architect's redesign.
c. Administrative costs of Architect.

5. It will assume all additional costs and expenses for Owner, Architect, and other contractors.

D. Substitutions will not be considered if:

1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with requirements specified herein.
2. Acceptance will require substantial revision of Contract Documents.

2. PRODUCTS

2.1. REUSE OF EXISTING MATERIALS

A. Except as specifically indicated or specified, do not use materials or equipment removed from the existing buildings.

B. For material and equipment specifically indicated or specified to be reused in the work:

1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed work.
2. Arrange for storage and handling of products requiring restoration or renovation. Pay all costs for such work.

2.2. MATERIALS AND EQUIPMENT INCORPORATED INTO THE WORK

A. Conform to project specifications and standards.

B. Comply with size, make, type, and quality specified.

C. Manufactured and fabricated products:

1. Design, fabricate, and assemble in accord with best engineering and shop practices.
2. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
3. Two or more items of the same kind shall be identical from the same manufacturer.
4. All parts of systems shall be from the same manufacturer to the greatest extent practicable.
5. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved by Change Order.

2.3. STORAGE MATERIALS; EQUIPMENT

A. May be new or used, but shall be serviceable, adequate for required purpose, and shall not create unsafe conditions nor violate specified codes.

2.4. STORAGE SHEDS

A. Basic Requirements:

1. Number: To meet requirements of construction needs, and as acceptable to Architect.
2. Dimensions: To storage requirements of products.
3. Ventilation: To meet specified and code requirements for all products stored.
4. Heating: Maintain temperatures specified in respective specification sections for products stored.
5. At Contractor's option, make arrangements for temporary utilities following specification requirements.

B. Construction:

1. Structurally sound foundation and superstructure.
2. Weathertight, with raised floors; compatible with storage requirements.
3. Temperature transmission resistance: Compatible with storage requirements.
4. Do not use storage sheds for living quarters.

2.5. PROTECTIVE MATERIALS

A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions. Materials may be new or used at Contractor's option, but shall be:

1. Of sufficient strength and durability for intended use.
2. Recommended by manufacturer of products or equipment to be protected.
3. Non-staining.
4. Non-hazardous.

3. EXECUTION

3.1. TRANSPORTATION, DELIVERY & HANDLING

A. Arrange for transportation and deliveries of materials and equipment in accord with approved current construction schedules and in ample time to facilitate inspection prior to installation.

B. Coordinate deliveries to avoid conflict with work and conditions at site including the following:

1. Work of other contractors or Owner, or their use of premises.
2. Limitations of storage space.
3. Availability of equipment and personnel for handling products.

C. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.

D. Clearly mark partial deliveries of component parts of assemblies or equipment to permit easy identification of parts and to facilitate assembly.

E. Immediately on delivery, inspect shipment to assure:

1. Product complies with Contract Documents and Architect reviewed submittals.
2. Quantities are correct.
3. Containers and packages are intact, labels are legible.
4. Products are properly protected and undamaged.

F. Provide equipment and personnel to handle products and equipment, including those furnished by the Owner. Prevent damage to products or packaging.

G. Provide additional protection during handling to prevent scraping, marring or otherwise damaging products, equipment or surrounding surfaces.

H. Handle products and equipment in a manner to prevent bending or over-stressing.

I. Lift packages, equipment or components only at designated lift points.

3.2. LOCATION OF STORAGE

A. Where authorized and acceptable to the Owner. General Contractor will resolve conflicts in storage requirements of all contractors.

3.3. PREPARATION FOR STORAGE

A. Fill and grade sites for temporary storage sheds to provide drainage.

3.4. INSTALLATION OF STORAGE SHEDS

A. Construct storage sheds on adequate foundations, with connections for required utilities.

1. Raise portable buildings, if used.
2. Provide steps, landings or ramps at entrances.

B. Mount fire extinguishers in prominent locations with clear access for use.

C. Mount identifying signs adjacent to entrance doors, in conspicuous locations.

3.5. LIMITATIONS

A. Do not exceed capacity of structure.

B. Do not inhibit use of:

1. Fire lanes.
2. Parking.
3. Work of other contractors.

C. Store combustible materials in accordance with applicable regulations.

3.6. PROTECTION

A. Protect all products and equipment from damage.

B. Methods:

1. Store moisture or water vulnerable materials off grade.
2. Store finished products and equipment in an enclosed building, on or off site.
3. Maintain integrity of shipping cartons until ready for installation.
4. Provide separate storage for combustible and noncombustible products.
5. Follow storage recommendations of product and equipment manufacturers.
6. Other methods shall be subject to Architect's acceptance.

3.7. MAINTENANCE AND CLEANING

A. Provide continuous maintenance for all temporary structures.

B. Repair or refinish damaged or weathered portions of structure as required to maintain in specified condition.

C. Repair or replace defective utility connections.

D. Clean storage shed or areas at least once a week.

3.8. REMOVAL

A. Remove all temporary storage sheds, contents and utilities, at completion of construction activities, or as indicated by the Architect.

B. Remove foundations and debris; grade to required elevations and clean area.

ATTACHMENTS TO THIS SECTION: PRODUCT SUBSTITUTION REQUEST FORM

END 01 6000

Product Substitution Request Form

SPECIFIED ITEM: Description: _____

The Undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned states that the following paragraphs, unless modified on attachments are correct:

1. The proposed substitution does not affect dimensions shown on drawings.
2. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
3. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item and will assume all additional costs and expenses for Owner, Architect, and other contractors.

Submitted by: _____

Signature: _____

Printed Name: _____

E-Mail Address: _____

Company Name: _____

Company Address: _____

_____

Company Phone: _____

Company Fax: _____

Date: _____

1. GENERAL

1.1. WORK INCLUDES

A. Requirements and limitations for cutting and patching of work.

1. Execute cutting, filling, or patching of work, required to:

a. Make several parts fit properly.
b. Uncover work to provide for installation of ill-timed work.
c. Remove and replace defective work.
d. Remove and replace work not conforming to contract requirements.
e. Install specified work in existing construction.

2. In addition to contract requirements, upon written request of Architect:

a. Uncover work to provide for observation of covered work.
b. Remove samples of installed materials for testing.
c. Remove work to provide for alteration of existing work.

3. Do not endanger work by cutting or altering work or any part thereof.
4. Do not cut or alter work of another contractor without written consent of Architect.

1.2. SUBMITTALS

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project.
2. Integrity of weather-exposed or moisture-resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.

B. Include in request:

1. Identification of Project.
2. Location and description of affected work.
3. Necessity for cutting or alterations.
4. Description of proposed work, and Products to be used.
5. Alternatives to cutting and patching.
6. Date and time that work will be executed.

C. Prior to cutting and patching done on request of Architect, submit cost estimate.

D. Should conditions of work, or schedule, indicate change of materials or methods, submit recommendation to Architect, including:

1. Condition indicating change.
2. Recommendation for alternative materials or methods.
3. Submittals required for substitutions.

E. Submit written notice to Architect designating time when work will be uncovered, to provide for observation.

1.3. PAYMENT FOR COSTS

A. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of Architect: Party responsible for ill-timed, rejected, or non-conforming work.

B. Work done on request of Architect, in addition to the contract requirements, other than defective or non-conforming work: Owner.

C. Cutting and patching of all major holes in existing materials in remodeling work for the penetration of any contractor's work shall be installed by the General Contractor. Cost of cutting and patching of these holes, as well as costs for lintels, sleeves, or other associated construction, shall be borne by the trade requiring the holes.

D. Cost of cutting of minor holes in existing materials in remodeling work, and cost of cutting of new materials installed in remodeling work shall be the responsibility of the trade requiring the cutting. Patching shall be done by the trade normally involved with that type of work at the cost of the trade requiring the cutting.

E. Major holes shall be defined as any opening 8" x 8" or 8" in diameter, or larger, in surface area by depth as required. Minor holes shall be defined as any opening smaller than a major hole.

2. PRODUCTS

2.1. MATERIALS

A. Primary Products: Those required for original installation.

B. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of the Contract Documents.

3. EXECUTION

3.1. EXAMINATION

A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.

B. After uncovering existing Work, inspect conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.2. PREPARATION

A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

3.3. CUTTING AND PATCHING

A. Execute cutting, fitting, and patching including excavation and fill to complete work.

B. Fit products together, to integrate with other work.

C. Uncover work to install ill-timed work.

D. Remove and replace defective or non-conforming work.

E. Provide openings in the Work for penetration of mechanical and electrical work.

3.4. PERFORMANCE

A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.

C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior acceptance.

D. Restore work with new products in accordance with requirements of Contract Documents.

E. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

F. At penetrations of fire-rated construction, completely seal voids with an appropriate through-penetration firestop system. Refer to Section 07 8413 – Penetration Firestopping.

G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END 01 7329

1. GENERAL

1.1. WORK INCLUDES

A. Substantial Completion procedures.

B. Final Completion procedures.

C. Warranties.

D. Operation and Maintenance data.

E. Project Record Documents.

F. Final cleaning.

G. Repair and adjustment of the Work.

1.2. SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request:

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals, including project Record Documents, Operation and Maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.

    a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Owner’s signature on letters of transmittal to indicate receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit attendance records for all demonstration and training sessions. Submit demonstration and training video recordings, transcripts, and instructional materials where required.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Demonstration and Training: Where required in other Sections, instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Advise Owner of changeover in heat and other utilities.
7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.3. SUBMITTAL OF PROJECT WARRANTIES

A. Warranties begin at the date of Substantial Completion, including items that were used during construction.

1. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. PDF Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

1.4. OPERATIONS AND MAINTENANCE DATA

A. Format: Submit operations and maintenance manuals in the following format:

1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.

1) File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

b. Enable inserted reviewer comments on draft submittals.

2. Paper Submittal: Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

a. Binders: Heavy-duty, three-ring, vinyl-covered binders, 4” maximum width, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents. Provide multiple volumes as needed.

1) If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
2) Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

b. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
c. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
d. Drawings: If oversize drawings are necessary, fold drawings to same size as text pages and use as fold-outs. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes into binder.
e. Number of copies: Three

B. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
2. For each item, list each Contractor’s and subcontractor’s name, address, phone, email, individual contact, and emergency contact information.
3. Divide each Specification Section by piece of equipment and identify it using the equipment identification, such as “AHU-1”.

4. Include copies of letters of transmittal for all spare parts, keys, operating tools, and maintenance materials.
5. Include copies of warranty documents.

C. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system.

1. Each manual shall contain the following materials, in the order listed:

a. Title page.
b. Table of contents.
c. Manual contents.

2. Title Page: Include the following information:

a. Subject matter included in manual.
b. Name and address of Project.
c. Name and address of Owner.
d. Date of submittal.
e. Name and contact information for Contractor.
f. Name and contact information for Construction Manager.
g. Name and contact information for Architect.
h. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
i. Cross-reference to related systems in other operation and maintenance manuals.

3. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

a. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

2. PRODUCTS (Not Used)

3. EXECUTION

3.1. FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove temporary barriers and protective coatings.
f. Remove snow and ice to provide safe access to building.
g. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, fingerprints, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
h. Remove debris and surface dust from limited access spaces, including plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
i. Remove debris from roofs, gutters, downspouts, and drainage systems.
j. Sweep concrete floors broom clean in unoccupied spaces.
k. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
l. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
m. Remove labels that are not permanent.
n. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grilles.
q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
s. Clean resilient floors thoroughly with a well rinsed mop containing only enough moisture to clean off any surface dirt or dust and buff dry by machine to bring the surfaces to sheen.
t. Leave Project clean and ready for occupancy.

3.2. REPAIR AND ADJUSTMENT OF THE WORK

A. Complete repair and adjustment operations before requesting inspection for determination of Substantial Completion.

B. Adjust operating products and equipment to ensure smooth and unhindered operation.

C. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

    a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subjected to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

ATTACHMENTS TO THIS SECTION: APPENDIX A

END 01 7700

SECTION 01 7700 - APPENDIX A

PROJECT CLOSEOUT CHECKLIST

I. ARCHITECT PREPARE FOR EXECUTION:

A. Final Punch List

B. Certificate of Substantial Completion

II. CONTRACTOR PREPARE FOR EXECUTION AND SUBMITTAL:

A. Final Application for Payment
B. Contractor's Affidavit of Payment of Debts and Claims (AIA G706)
C. Contractor's Affidavit of Release of Liens (AIA G706A)

1. Final Waivers of Lien from:

a. Subcontractors
b. Suppliers

2. Contractor's Final Waiver of Lien in the full amount of the contract.

D. Contractor's Certification of Completion in compliance with the Contract Documents (including all Punch List items).

III. CONTRACTOR PREPARE AND SUBMIT:

A. Written guarantees as required by the Contract Documents (co-executed by subcontractor/supplier as required).
B. Required Certifications of Equipment Start-up and Test & Balance results, including attendance records of all required demonstration and training sessions.
C. Project Record Documents.
D. Operating and Maintenance Manuals.

IV. CONTRACTOR OBTAIN FROM OTHERS AND SUBMIT:

A. Certificate of Occupancy
B. Consent of Surety to Final Payment

V. CONTRACTOR VERIFY THAT OWNER HAS RECEIVED (provide Architect with letters of transmittal signed by Owner’s project representative):

A. Spare Parts as required by the Contract Documents
B. Extra Stock as required by the Contract Documents
C. Equipment Operating Tools and Keys as required by the Contract Documents

1. GENERAL

1.1. WORK INCLUDES

A. General Contractor provide:

1. Demolition and removal of selected portions of building.
2. Remove designated building equipment and fixtures.
3. Salvage of existing items to be reinstalled, turned over to Owner, or recycled.
4. Cap and identify utilities.
5. Demolition and removal of selected site items.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 1000 - Project Summary
2. Section 01 3100 - Project Coordination
3. Section 01 3300 - Submittal Procedures
4. Section 01 5000 - Temporary Facilities and Controls
5. Section 01 7329 - Cutting and Patching

1.3. DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4. MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental

protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

2. Schedule of Selective Demolition Activities: Indicate the following:

    a. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and occupants on-site operations are uninterrupted.
    b. Interruption of utility services. Indicate how long utility services will be interrupted.
    c. Coordination for shutoff, capping, and continuation of utility services.
    d. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

3. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
4. Predemolition Photographs or Video: Submit before Work begins.
5. Engineering Calculations: Submit structural calculations of shoring and underpinning systems required for the removal of existing structural components. Calculations shall be prepared and certified by a registered structural engineer.

B. Submit in accordance with Section 01 7700:

1. Submit record drawings under provisions of Section 01 7700 - Closeout Procedures. Provide photos of critical hidden work.
2. Inventory: Submit a list of items that have been removed and salvaged.

1.6. QUALITY ASSURANCE

A. Engineer Qualifications: Professional structural engineer registered in State where project is located.

B. Regulatory Requirements: Provide licensed or specialized workers where required by Federal, State, or local regulations for demolition or modification of indicated systems or elements.

C. EPA Regulatory Requirements: Comply with governing EPA notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction and with Illinois Department of Transportation Standard Specifications.

1.7. PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
3. Owner will provide material safety data sheets for materials that are known to be present in buildings and structures to be demolished because of building operations or processes performed there.

D. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.

E. Occupancy: Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

1.8. PREINSTALLATION CONFERENCE

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
6. Review items to be salvaged and reinstalled.
7. Use of elevator and stairs.

2. PRODUCTS

2.1. PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

3. EXECUTION

3.1. EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. [Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations. Make permanent record of measurements, materials, and construction details.

3.2. UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Maintain fire-protection facilities in service during selective demolition operations.

3.3. PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide, erect, and maintain temporary barricades, security devices, and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

a. Maintain protected egress and access at all times.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 5000 - Temporary Facilities and Controls.
6. Stair Usage: Refer to Section 01 5000 - Temporary Facilities and Controls.
7. Elevator Usage: Section 01 5000 - Temporary Facilities and Controls.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4. SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
5. Items to be removed and reinstalled are indicated on Drawings.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

E. Coordination: The General Contractor shall coordinate the work of all contractors. The General Contractor shall determine the timing of demolition operations, use of existing facilities for temporary construction utilities and the location of storage for items salvaged for re-use.

F. Extermination: The General Contractor shall employ a certified exterminator and maintain entire building in accordance with governing health regulations for rodent and insect control.

3.5. DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6. CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7. PATCHING

A. Damages: Promptly repair damages caused to adjacent work by demolition operations.

B. Patch all floors, walls, and ceilings where existing partitions and ceilings are removed, new openings formed, or mechanical and electrical equipment is remodeled or installed. Existing surface shall be finished to match existing adjoining surfaces.

END 02 4119

1. GENERAL

1.1. WORK INCLUDES

1. General Contractor provide:

    a. Carpentry work shown on the drawings and in schedules, including miscellaneous rough framing, furring, and blocking.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 - Submittal Procedures
2. Section 06 1100 – Wood Framing
3. Section 06 4000 – Architectural Woodwork
4. Section 07 6200 - Sheet Metal Flashing and Trim

1.3. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents except for those having different revision dates as referenced in the codes indicated on the Drawings, or unless otherwise indicated.

B. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.

C. APA - American Plywood Association: Grades and Standards.

D. American Society for Testing and Materials (ASTM):

1. ASTM D2898 - Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
2. ASTM D5516 – Test Method for Evaluating the Flexural Properties of Fire-Retardant Treated Softwood Plywood Exposed to Elevated Temperatures
3. ASTM D5664 - Test Method for Evaluating the Effects of Fire-Retardant Treatments and Elevated Temperatures on Strength Properties of Fire-Retardant Treated Lumber.
4. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

E. AWPA - American Wood Preservers' Association

F. AF&PA – American Forest & Paper Association.

G. NeLMA – Northeastern Lumber Manufacturers' Association.

H. SPIB - Southern Pine Inspection Bureau.

I. WCLIB - West Coast Lumber Inspection Bureau: Standard Grading Rules for West Coast Lumber.

J. WWPA - Western Wood Products Association.

1.4. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Submit product data as follows:

a. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
b. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
c. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D5664.

1.5. QUALITY ASSURANCE

A. U.S. Department of Commerce, National Institute of Standards and Technology:

1. Lumber Standard: Comply with DOC PS 20.
2. Plywood Standard: Comply with DOC PS 1.

1.6. PRODUCT HANDLING

A. Delivery and Storage: Keep materials dry during delivery and storage. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.

2. PRODUCTS

2.1. MATERIALS

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated:

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Unless completely concealed, provide dressed lumber, S4S.
4. Provide seasoned lumber with 15% maximum moisture content.

B. Framing Lumber:

1. For light, non-load bearing framing and blocking (less than 6" wide), provide the following grade and species: Construction grade, yellow or ponderosa pine.
2. For load-bearing framing (6" and wider and from 2" to 4" thick), provide: No. 2 grade; Douglas Fir (WCLIB or WWPA), Spruce-Pine-Fir (NeLMA or WWPA), or Southern Pine (SFPA).

C. Plywood:

1. Exposed plywood: Where plywood will be exposed in the finished work to receive a paint finish, provide interior type plywood with Grade A exposed faces and Grade D concealed faces.
2. Concealed plywood: Where plywood will be concealed by other work, provide interior type plywood C-D plugged grade.
3. Backing panels: For backing panels for electrical or telephone equipment, at ceiling backing, and as otherwise indicated on Drawings, provide fire-retardant treated standard grade plywood with exterior glue, 3/4" thick.
4. Plywood used in roofing work: APA rated sheathing, exterior exposure durability classification, 24/16 span rating.
5. **Provide plywood manufactured without urea formaldehyde.**

D. Miscellaneous Materials:

1. Fasteners and anchorages: Provide size and type as indicated and as recommended by specified standards, complying with specified Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide special galvanized sheet metal connectors, joint hangers and nails as required to provide the framing systems and to support the loads as shown.
   a. Fasteners and anchorages for treated lumber and where rough carpentry work is either in ground contact, in roof/parapet construction, in an area of high related humidity, or exposed to weather must be Type 304 or 316 stainless steel.
   b. Sheet metal connectors and joint hangers for treated lumber and where rough carpentry work is either in ground contact, in roof/parapet construction, in an area of high related humidity, or exposed to weather must have a minimum G90 zinc-coating meeting the requirements of ASTM A653.

2. Adhesives for Gluing Wood to Wood: Formulation complying with ASTM D3498 that is approved for use indicated by adhesive manufacturer.

3. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch.
4. Sill-Sealer Gaskets: Closed-cell neoprene foam, 1/4 inch thick, selected from manufacturer's standard widths to suit width of sill members indicated.

2.2. FIRE RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D2898. Use for all applications.
3. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified

independent testing agency according to ASTM D5664 for lumber and ASTM D5516 for plywood.
4. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
5. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

C. Application: Treat items indicated on Drawings, and the following:
1. All blocking to be used for window and aluminum framed system installation.

3. EXECUTION

3.1. INSPECTION

A. Examine the supporting structure and the conditions under which the rough carpentry work is to be installed. Notify the Architect in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.

3.2. INSTALLATION

A. Basic Requirements:

1. Discard units of material with defects which might impair the quality of the work, and units which are too small to fabricate the work with minimum joints or the optimum joint arrangement.
2. Set carpentry work accurately to indicated levels and lines, with members plumb and true and accurately cut and fitted.
3. Securely attach carpentry work by anchoring and fastening as shown or by recognized standards. Countersink nail heads on exposed carpentry work and fill holes. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials.
4. Make tight connections between members: Install fasteners without splitting of wood; predrill as required.
5. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.

B. Wood Nailers, Sleepers, and Blocking:

1. Provide wherever shown and where required for screeding or attachment of other work, including toilet accessories, fire extinguisher cabinets, casework, hollow metal frames and other equipment or items requiring blocking. Form to shapes as shown and cut for true line and level of work to be attached. Coordinate location with other work involved.
2. Attachment shall support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
3. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

C. Installation of Plywood:

1. Comply with recommendations of the American Plywood Association (APA) for the installation of plywood.
2. Fill or grind edges of the plywood panels to provide an even surface to receive finishes indicated.

END 06 1000

1. GENERAL

1.1. WORK INCLUDES

1. General Contractor provide:

    a. Blocking in wall openings.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 - Submittal Procedures
2. Section 06 1000 – Rough Carpentry
3. Section 06 4000 – Architectural Woodwork

1.3. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents unless otherwise indicated.

B. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.

C. APA Form E30J - Residential and Commercial; American Plywood Association.

D. APA PRP-108 - Performance Standards and Policies for Structural - Use Panels; American Plywood Association.

E. APA Form J20E - Grades and Specifications; American Plywood Association.

F. ASTM A153 - Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware.

G. AWPA M4 - Standard for the Care of Preservative - Treated Wood Products; American Wood Preservers' Association.

H. AWPB LP-2 - American Wood Preservers Bureau Quality Control and Inspection Procedures for Softwood Lumber, Timber and Plywood Pressure Treated with Waterborne Preservatives for Above Ground Use.

I. AWPB LP-22 - American Wood Preservers Bureau Quality Control and Inspection Procedures for Softwood Lumber, Timber and Plywood Pressure Treated with Waterborne Preservatives for Ground Contact Use.

J. National Design Specification for Wood Construction; National Forest Products Association (NFPA).

K. NBS PS 1 - Construction and Industrial Plywood; U.S. Department of Commerce, National Bureau of Standards.

L. NBS PS 20 - American Softwood Lumber Standard; U.S. Dept of Commerce, National Bureau of Standards.

M. NFPA WCD #1 - Manual for Wood Frame Construction; National Forest Products Association (NFPA).

N. Western Lumber Grading Rules; Western Wood Products Association (WWPA).

1.4. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Material Certificates: Where dimension lumber is provided to comply with minimum allowable unit stresses, submit listing of species and grade selected for each use, and submit evidence of compliance with specified requirements. Compliance may be in form of a signed copy of applicable portion of lumber producer's grading rules showing design values for selected species and grade. Design values shall be as approved by the Board of Review of American Lumber Standards Committee.
2. Wood Treatment Data: Submit chemical treatment manufacturer's instructions for handling, storing, installation, and finishing of treated material.

a. Preservative treatment: For each type specified, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and conformance with applicable standards.
b. For preservative treatment for above ground use include statement that moisture content of treated materials was reduced to levels indicated prior to shipment to project site.

1.5. QUALITY ASSURANCE

A. Lumber Standards: Manufacture lumber to comply with PS 20 and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.

B. Inspection Agencies: Inspection agencies and the abbreviations used with reference to lumber grades and species include WWPA: Western Wood Products Association.

C. Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency, evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.

D. Construction Panel Standards: Comply with PS 1 for plywood panels; for products not manufactured under PS 1 provisions, comply with American Plywood Association (APA) Performance Standard PRP

E. Concealed APA Performance-Rated Panels: Where construction will be used for concealed applications, provide APA performance-rated panels complying with requirements of APA Form F405 as indicated for grade designation, span rating, exposure durability classification, detail (where applicable), and thickness.

F. Trademark: Factory-mark each construction panel with APA trademark evidencing compliance with grade requirements.

1.6. DELIVERY, STORAGE, AND HANDLING

A. Store and protect products under provisions of Section 01 6000.

B. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and

other panels; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar material.

C. Time delivery and erection of materials to avoid on site storage and to avoid delay of construction schedule.

1.7. PROJECT CONDITIONS

A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other work.

2. PRODUCTS

2.1. LUMBER MATERIALS

A. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20 for moisture content specified for each use.

1. Surfacing: Provide dressed lumber (S4S).
2. Moisture content, concealed lumber: Surfaced-dry or MC19 (19% maximum moisture content).

B. Miscellaneous Lumber: Provide wood for support or attachment of other work. Provide lumber of sizes indicated, worked into shapes shown.

1. Moisture content: 19% maximum.
2. Lumber: S4S, construction grade.
3. Boards: No. 2 or better grade.

C. Boards - less than 2" thickness.

1. Moisture Content: Surfaced-dry (19% maximum).
2. Surfacing: S4S.
3. Grading Agency: WWPA
4. Species:

a. Douglas fir-larch.
b. Hem-fir.
c. Grade: No. 2 or better.

2.2. ACCESSORIES AND MISCELLANEOUS MATERIALS

A. Fasteners and Anchorages: Provide size, type, materials and finish as indicated and as recommended by applicable standards.

1. Comply with applicable Federal Specifications for nails, staples, screws, and framing anchors of the size and type recommended by the manufacturer for each use.
2. Provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153) for treated lumber and where rough carpentry work is either in ground contact, in an area of high relative humidity, or exposed to weather.

B. Joist Hangers: Galvanized steel, sized to suit joists and framing conditions as shown in drawings; manufactured by Simpson Strong Tie Co. or Architect acceptable equivalent.

C. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolts or ballistic fasteners for anchorage to steel.

D. Drywall Screws: Bugle head, steel, power driven type, length of three times thickness of sheathing.

E. Building Paper: No. 15 asphalt felt.

F. Glue: Waterproof, air cure type, cartridge dispensed.

G. Adhesives for Gluing Wood to Wood: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.

3. EXECUTION

3.1. INSPECTION

A. Examine the supporting structure and the conditions under which the carpentry work is to be installed. Notify the Architect in writing of conditions detrimental to the work. Do not proceed with the installation until unsatisfactory conditions have been corrected.

3.2. INSTALLATION - GENERAL

A. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

B. Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.

C. Securely attach carpentry work to substrate by anchoring and fastening as shown, and as required by recognized standards.

D. Countersink nail heads on exposed carpentry work and fill holes.

E. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

3.3. MISCELLANEOUS CARPENTRY

A. Provide miscellaneous blocking, nailers, grounds, and framing as shown and as required for support of facing materials, fixtures, specialty items, and trim. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

B. Attach to substrate as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.

3.4. WOOD BLOCKING AND CURBING

A. Provide wherever shown and where required for screeding or attachment of other work, including toilet accessories, fire extinguisher cabinets, casework, hollow metal frames and other equipment or items requiring blocking. Form to shapes as shown and cut for true line and level of work to be attached. Coordinate location with other work involved.

B. Attachment shall support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.

3.5. EXTERIOR TRIM

A. Exterior trim shall be free from loose knots.

B. Nailing: Each piece should be toenailed at each support. As indicated on drawings, courses shall be spiked to each other.

C. Align joints in the same general line.

END 06 1100

1. GENERAL

1.1. WORK INCLUDES

1. General Contractor provide:

    a. Architectural woodwork as indicated on the Drawings, including:

        1) Standing and Running Trim.
        2) Shop Finishing.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 - Submittal Procedures
2. Section 06 1000 - Rough Carpentry
3. Section 07 9200 – Joint Sealants
4. Section 08 8000 – Glazing

1.3. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents except for those having different revision dates as referenced in the codes indicated on the Drawings, or unless otherwise indicated.

B. AHA A135.4: Basic Hardboard.

C. American Lumber Standard Committee (ALSC).

D. American National Standards Institute (ANSI):

1. ANSI A208.1: Particleboard.
2. ANSI A208.2: Medium Density Fiberboard (MDF).

E. American Society for Testing and Materials (ASTM):

1. ASTM C1048 – Standard Specification for Heat Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass.
2. ASTM D523 – Standard Test Method for Specular Gloss.
3. ASTM D3201 – Standard Test Method for Hygroscopic Properties of Fire Retardant Wood and Wood Based Products.
4. ASTM D5516 – Test Method for Evaluating the Flexural Properties of Fire-Retardant Treated Softwood Plywood Exposed to Elevated Temperatures
5. ASTM D5664 - Test Method for Evaluating the Effects of Fire-Retardant Treatments and Elevated Temperatures on Strength Properties of Fire-Retardant Treated Lumber.
6. ASTM E84: Standard Test Method for Surface Burning Characteristics of Building Materials.

F. AWS - Architectural Woodwork Standards, 1st edition.

G. Builders Hardware Manufacturers Association (BHMA):

1. BHMA A156.9: Cabinet Hardware.
2. BHMA A156.11: Cabinet Locks.
3. BHMA A156.18: Materials and Finishes.

H. HPVA HP-1- American National Standard for Hardwood and Decorative Plywood.

I. ISSFA-2: International Solid Surface Fabricators Association – Classification and Standards for Solid Surfacing Materials.

J. LMA EDG-1: PVC or polyester edge banding.

K. LMA SAT-1: Thermally fused melamine finishes.

L. NEMA LD 3 - High pressure decorative laminates.

M. U.S. Department of Commerce, National Institute of Standards and Technology:

1. DOC PS 1: Product Standard for Structural Plywood.
2. DOC PS 20: American Softwood Lumber Standard.

1.4. DEFINITIONS

A. Concealed:

1. Surfaces not normally visible after installation.
2. Bottoms of cabinets less than 30” above finished floor.
3. Tops of cabinets over 78” above finished floor which are not visible from an upper level.
4. Stretchers, blocking, components concealed by drawers.

B. Exposed:

1. Surfaces visible when drawers and solid doors are closed.
2. Surfaces visible behind clear glass doors.
3. Interior surfaces of open units.
4. Bottoms of cabinets 42” or more above finished floor.
5. Tops of cabinets less than 78” above finished floor, or are visible from an upper floor or staircase after installation.
6. Front edges of cabinet body members visible through a gap greater than 1/8” with doors and drawers closed.
7. Surfaces visible when fixed appliances are installed.

C. Plywood: Veneer core plywood.

D. Semi-exposed:

1. Surfaces visible when doors are open.
2. Bottoms of cabinets 30”-42” above finished floor.
3. All front edges of shelving behind doors.

E. Gloss: Conform to ASTM D523 for the following:

1. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60 degree meter.
2. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60 degree meter.

3. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60 degree meter.

1.5. SUBMITTALS

A. Submit in accordance with **Section 01 3300**:

1. Submit shop drawings and product data.

a. Shop drawings shall include, but are not limited to the following:

1) Methods of construction.
2) Exact material selections.
3) Component profiles.
4) Method of attachment.
5) Substrates.
6) Details of joinery.
7) Dimensioned plans, sections, elevations, and details.
8) Relationship to adjacent work.
9) Locations and sizes of furring, blocking, and hanging strips.
10) Locations and sizes of cutouts and holes.
11) Schedule of finishes.
12) Woodworking fabricator's and installer's technical suggestions.
13) Refer to "Quality Assurance" article for additional information.

b. Include fire-retardant product data.
c. Include Fire-Test Response Characteristics documentation for each product per ASTM E84.

1.6. QUALITY ASSURANCE

A. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Standards" (AWS) for grades of interior architectural woodwork indicated for construction, finishes, installation, shop drawings, and other requirements.

1. In case of conflict between the indicated standards and other language in this Section or in the Drawings, notify the Architect in writing prior to performing Work. Wherever a higher standard is indicated, provide the higher standard.

B. Shop Drawings: The Contract Documents are not fabrication drawings and shall not be copied or referenced as shop drawings. Shop Drawings shall be of sufficient detail to illustrate compliance with the design intent, including the quality standard referenced. Fabrication shall not commence without Shop Drawings approved by the Architect.

C. Fabricator Qualifications: Shop that employs skilled workers who fabricate products similar to those required for this Project. Fabricator must have a minimum of 5 years experience and have a record of successful in-service performance for projects of similar size and scope.

D. Installer Qualifications: Installer shall have skilled workers, must have a minimum of 3 years experience and have a record of successful in-service performance for projects of similar size and scope.

E. Fire Retardant Materials: Where fire-retardant materials or products are indicated, provide materials and products with specified fire-test-response characteristics as determined by testing identical products per test method indicated by UL, ITS, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify with appropriate

markings of applicable testing and inspecting agency in the form of separable paper label or, where required by authorities having jurisdiction, imprint on surfaces of materials that will be concealed from view after installation.

1.7. DELIVERY, STORAGE, AND HANDLING

A. Protect materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

B. Do not deliver materials until painting, wet work, grinding and similar operations which could damage, soil or deteriorate architectural woodwork have been completed in installation areas.

C. Store materials in ventilated, interior locations under constant minimum temperatures of 60 degrees F. and maximum relative humidity of 55%.

1.8. PROJECT CONDITIONS

A. Conditioning: Do not install architectural woodwork until the specified temperatures and relative humidity have been stabilized and will be maintained in installation areas.

B. Maintain temperature and humidity in installation area to maintain moisture content of installed woodwork within a 1.0% tolerance of the optimum moisture content, from the date of installation through the remainder of the construction period.

C. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9. COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that the Work in this Section can be supported and installed as indicated.

1.10. WARRANTY

A. Manufacturer shall warrant architectural woodwork from defects in material and workmanship for a period of three (3) years starting from date of Substantial Completion.

1. Failures include, but are not limited to, the following:

a. Delamination of components or other failures of adhesive bond.
b. Warping of components.
c. Failure of operating hardware.
d. Deterioration of finishes.

2. PRODUCTS

2.1. MATERIALS

A. Wood Materials:

1. Wood Moisture Content: Provide kiln-dried lumber and maintain 5 to 10% moisture content in solid wood (hardwood and softwood) through fabrication, installation, and finishing operations of interior work.
2. Lumber: DOC PS 20 and applicable grading rules of inspection agencies certified by ALSC's Board of Review.

    a. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
3. Hardboard: AHA A135.4.
4. Softwood Plywood: DOC PS 1; Sheathing Grade, Group 2.
5. Hardwood Plywood: HPVA HP-1; Custom grade in accordance with AWS; with lumber core material with hardwood face veneer as indicated elsewhere in this Section in all exposed applications.

B. Fire-Retardant Materials:

1. General: Where ASTM E84 fire-test-response characteristics of Class C or above are indicated as required, use the following for compliance:

    a. Lumber: If lumber is not of the Class designated, provide lumber treated as specified herein as Fire-Retardant-Treated Lumber by Pressure Process.
    b. Panels: If panel materials are not of the Class designated, provide face veneer thickness of less than 0.036 inch over a panel substrate that is of the Class designated as specified in this Section.

2. Fire-Retardant Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this Article, that are acceptable to authorities having jurisdiction, and with specified.

    a. Do not use treated materials that do not comply with requirements of referenced woodworking standard or that are warped, discolored, or otherwise defective.
    b. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
    c. Identify fire-retardant-treated materials with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.

3. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

    a. Use treatment that does not promote corrosion of metal fasteners.
    b. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D3201 at 92 percent relative humidity. Use where exterior type is not indicated
    c. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a

qualified independent testing agency according to ASTM D5664 for lumber and ASTM D5516 for plywood.

d. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

e. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

2.2. ACCESSORIES

A. Fasteners for interior architectural woodwork: Nails, screws, and other anchoring devices of type, size, material, and finish required for application indicated to provide secure attachment, concealed where possible.

B. Adhesives: Wood glues, paneling adhesives, laminate adhesives, and construction adhesives used in accordance with manufacturer's instructions.

C. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

D. Wood Filler: Solvent based, tinted to match surface finish color.

2.3. STANDING AND RUNNING TRIM

A. Grade: AWS Custom.

B. Hardwood Lumber Trim for Transparent Finish (Stain or Clear Finish):

1. Species: Match existing
2. Cut: Plain sliced
3. Finger Jointing: Not allowed.
4. Gluing for Width: Not allowed
5. Veneered Material: Not allowed
6. Matching: Selected for compatible grain and color.
7. Finish: Field Finished to match existing.

C. Fabrication: Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except not at the following:

1. Members with ends exposed in finished work.
2. Shoe and crown moulds.

2.4. FABRICATION – GENERAL

A. Design and Construction Features: Comply with the Drawings for profile and construction and, comply with specified Quality Standards.

B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

C. Provide concealed fasteners in entire construction.

D. Measurements: Before proceeding with fabrication of woodwork to be fitted to other construction, obtain measurements and verify dimensions and shop drawing details as required for accurate fit.

2.5. SHOP FINISHING

A. General: Unless otherwise indicated or if items are prefinished, all Work in this Section shall receive the shop finish as specified in this Section. Shop finishing shall occur at the fabrication shop. Defer only final touchup, cleaning, and polishing until after installation.

1. Provide appropriate materials for field touch-up of finishes.

B. Transparent Finish:

1. Grade: AWS Premium.
2. AWS Finish System: Conversion Varnish or Catalyzed Polyurethane.
3. Staining: Match existing; contractor shall obtain sample acceptable to Architect from site during submittal phase.
4. Wash Coat for Stained Finish: Apply wash-coat sealer to woodwork made from closed grain wood before staining and finishing.
5. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.
6. Filled Finish for Open-Grain Woods: For open-grain woods, after staining (if any), apply wash-coat sealer. Then apply paste wood filler wipe off excess. Tint filler to match stained wood.

3. EXECUTION

3.1. EXAMINATION

A. Examine, with the Installer present, the areas and conditions under which the work is to be installed. Notify the Architect in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected.

B. Verify adequacy of backing and support framing and all dimensions relating to the installation of architectural woodwork work.

3.2. PREPARATION

A. Condition wood materials to average prevailing humidity conditions in installation areas for a minimum of 24 hours prior to installation.

B. Examine architectural woodwork materials before installation. Reject materials that are wet, damaged, moisture damaged, mold damaged, or of otherwise unacceptable quality.

1. Discard all material which is unsound, warped, bowed, twisted, damaged, too small to fabricate work without minimum joints, or which is of defective manufacture with respect to surfaces, sizes or patterns.

C. Clean substrates of projections and substances detrimental to application.

3.3. INSTALLATION – GENERAL

A. Woodwork installation shall meet or exceed AWS Premium Grade.

B. Install the work plumb, level, true, aligned with adjacent materials, and straight with no distortion. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level; and with 1/32" maximum gap between exposed components, 1/16" maximum offsets in revealed adjoining surfaces. Scribe and cut work to fit adjoining work and surfaces, and refinish cut surfaces or repair damaged finish at cuts.

C. Coordinate interior architectural woodwork with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate architectural woodwork.

D. Fasten to prevent movement or warping. Anchor architectural woodwork to framing or blocking built-in or directly attached to substrates. Secure to grounds, stripping, and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation.

E. Install without splitting; drill pilot holes before fastening where necessary to prevent splitting.

F. Avoid face/"exposed" fastening wherever possible. Use fine finish nails or screws for "exposed" fastening, countersunk and filled flush with finish surface with non-shrink wood putty. Putty must be colored to match the architectural woodwork and be top-coated with a minimum of one coat of clear coat (varnish or polyurethane as specified) or paint finish, as appropriate. Final appearance of "exposed" fastening shall be barely detectable to the naked eye from a distance of 6' to 8'.

3.4. INSTALLATION – STANDING AND RUNNING TRIM

A. Select and arrange pieces to minimize noticeable variations in grain character and color between adjacent pieces.

B. Install with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches long, except where necessary.

C. Stagger joints in adjacent and related standing and running trim.

D. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Use scarf joints for end-to-end joints.

E. Plane backs of casings to provide uniform thickness across joints where necessary for alignment.

1. Fill gaps, if any, between running trim and wall with one of the following as acceptable to the Architect:

a. Plastic wood filler, sand smooth, and finish same as trim.
b. Clear or paintable semi-elastomeric sealant to match existing

3.5. ADJUSTMENT, CLEANING, AND PROTECTION

A. Repair damaged and defective architectural woodwork work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.

B. Clean all exposed and semi-exposed surfaces of architectural woodwork and all casework interiors. Touch up shop-applied finishes to restore damaged or soiled areas. Clean, lubricate, and adjust hardware.

C. Protect and maintain conditions to ensure that the work will be without damage or deterioration at the time of acceptance.

END 06 4000

1. GENERAL

1.1. WORK INCLUDES

A. General Contractor provide:

a. Sheet metal fabrications.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 – Submittal Procedures
2. Section 06 1000 – Rough Carpentry
3. Section 07 9200 – Joint Sealants
4. Section 08 4113 – Aluminum Entrances & Storefronts
5. Section 08 5113 – Aluminum Windows

1.3. PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.

1.4. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
2. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

    a. Identification of material, thickness, weight, and finish for each item and location in Project.
    b. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
    c. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
    d. Details of termination points and assemblies, including fixed points.
    e. Detail formed flashing and trim at a scale of not less than 1-1/2 inches per 12 inches.
3. Samples for Initial Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection.
4. Samples for Verification: For each type of exposed finish required. Where finish involves normal color or texture variations, include samples showing the full range of variations expected.
5. Qualification Data: For qualified fabricator.
6. Warranty: Sample of special warranty.

1.5. QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

C. Copper Sheet Metal Standard: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

D. General Fabrication: NRCA (National Roofing Contractors Association).

1.6. DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim for exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.7. WARRANTY

A. Fluoropolymer Finish Warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion. Deterioration includes, but is not limited to, the following:

1. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
2. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
3. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. PRODUCTS

2.1. SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
1. As-Milled Finish: One-side bright mill finish.
2. Color Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.

a. Color: To match the color of the aluminum entrance.
b. Color Range: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

3. Exposed Coil-Coated Finishes:
    a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    b. Color: To match aluminum window color.

4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.2. UNDERLAYMENT/SEPARATION MATERIALS

A. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.

B. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

C. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils (0.76 to 1.0 mm) thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C).
2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C).

D. Slip Sheet: Building paper, 3-lb/100 sq. ft. (0.16-kg/sq. m) minimum, rosin sized.

E. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.3. MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

    a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
    b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

C. Sealants: As specified in Section 07 9200 - Joint Sealants.

2.4. FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions,

geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.

1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
2. Obtain field measurements for accurate fit before shop fabrication.
3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.

D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

E. Cleats and Attachment Devices: Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal. Size as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured. Cleats shall be continuous.

F. Seams in metal other than aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

G. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

2.5. WALL SHEET METAL FABRICATIONS

A. Opening Flashings in Frame Construction: Fabricate head, sill, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:

1. Aluminum: 0.027 inch thick.

3. EXECUTION

3.1. EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2. INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Blind clips shall be continuous.
4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
5. Install sealant tape where indicated.
6. Torch cutting of sheet metal flashing and trim is not permitted.
7. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

1. Coat back side of **uncoated aluminum** sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of self-adhering high temperature sheet and cover with a slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.

D. Seal joints as shown and as required for watertight construction.

1. Form joints to completely conceal sealant. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
2. Prepare joints and apply sealants to comply with requirements in Section 07 9200 - Joint Sealants.

3.3. WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Flashing Receivers: Installation of flashing receivers is specified in Section 04 2000 - Unit Masonry.

3.4. ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.5. CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END 07 6200

1. GENERAL

1.1. WORK INCLUDES

A. General Contractor provide:

a. Preparation of sealant substrate surfaces.
b. Joints in vertical surfaces and nontraffic horizontal surfaces.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 - Submittal Procedures
2. Section 06 4000 – Architectural Wood Work
3. Section 07 6200 – Sheet Metal Flashing & Trim
4. Section 08 8000 – Glazing: Sealants used in conjunction with glazing installation.

1.3. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents unless otherwise indicated.

B. American Society for Testing and Materials (ASTM):

1. ASTM C717 – Standard Terminology for Building Seals and Sealants.
2. ASTM C719 – Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement.
3. ASTM C804 - Use of Solvent-Release Type Sealants.
4. ASTM C834 – Standard Specification for Latex Sealants.
5. ASTM C919 – Standard Practice for Use of Sealants in Acoustical Applications.
6. ASTM C920 – Standard Specification for Elastomeric Joint Sealants.
7. ASTM C1021 – Standard Practice for Laboratories Engaged in the Testing of Building Sealants.
8. ASTM C1193 – Standard Guide for Use of Joint Sealants.
9. ASTM C1247 – Standard Test Method for Durability of Sealants Exposed to Continuous Immersion in Liquids.
10. ASTM C1248 – Standard Test Method for Staining of Porous Substrate by Joint Sealants.
11. ASTM C1311 – Standard Specification for Solvent Release Sealants.
12. ASTM C1330 – Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
13. ASTM C1521 – Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.
14. ASTM D1056 – Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
15. ASTM D2240 – Standard Test Method for Rubber Property 8212; Durometer Hardness.

C. Code of Federal Regulations: 21 CFR 177.2600 – Rubber Articles Intended for Repeated Use.

D. FS TT-S-00230 - Sealing Compound: Elastomeric Type, Single Component.

E. NSF/ANSI 51 – Food Equipment Materials.

F. SWRI (Sealant, Waterproofing, and Restoration Institute).

1.4. DEFINITIONS

A. Class: Per ASTM C920, elastomeric sealants are categorized according to tested capabilities. The following classes are expressed as a percentage of joint width.

1. 12-1/2 = 12-1/2% movement in both extension and compression for a total of 25%.
2. 25 = 25% movement in both extension and compression for a total of 50%
3. 35 = 35% movement in both extension and compression for a total of 70%
4. 50 = 50% movement in both extension and compression for a total of 100%
5. 100/50 = 100% movement in extension and 50% in compression.

B. Grade: Per ASTM C920:

1. NS = Non-Sag
2. P = Pourable

C. Type: Per ASTM C920:

1. M = Multi-Component
2. S = Single Component

D. Use: Per ASTM C920, elastomeric sealants are categorized according to tested performance.

1. Substrates:

a. A = Aluminum (Clear Anodized).
b. G = Glass (Clear Float).
c. M = Mortar (Portland Cement Mortar).
d. O = Other than A, G, or M.

2. I = Immersed in Liquids
3. NT = Non-Traffic
4. T = Traffic

1.5. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Submit manufacturer’s product data for each sealant/product indicating:

a. Chemical characteristics.
b. Performance criteria.
c. Limitations.
d. Color availability.
e. Installation instructions.

2. Certificates:

a. Certification by joint sealant manufacturer that their products comply with specification requirements and are suitable for the use and substrates indicated.

3. Samples for Initial Selection: Manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

4. Qualification Data: At the request of the Architect/Engineer, provide documentation to demonstrate the required level of applicator qualifications as specified in the "Quality Assurance" Article in this Specification to document their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.6. QUALITY ASSURANCE

A. Conform to Sealant, Waterproofing, and Restoration Institute recommendations for materials and installation.

B. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project and that have resulted in a record of successful in-service performance. If a manufacturer requires authorized installers for their products, the installer must be authorized to install said products.

C. VOC Content: All products shall comply with VOC limits of authorities having jurisdiction.

D. Source Limitations: Obtain each type of joint sealant from a single manufacturer.

1.7. DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes. Store all products in a manner to prevent damage; in a secure place, out of the way of construction operations. Provide protection until ready for use.

C. Handle in accord with manufacturer's recommendations.

1.8. PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
2. When joint substrates are wet.
3. Do not install solvent curing sealants in enclosed building spaces.
4. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
5. Weather: Do not install products during adverse weather conditions.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than or greater than allowed by joint sealant manufacturer for application indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.9. SEQUENCING AND SCHEDULING

A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

B. Coordinate the work of this Section with all Sections referencing this Section.

1. Coordinate the sequence of painting with sealant installation.

1.10. WARRANTY

A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants and accessories which fail to achieve air tight and watertight seal, exhibit loss of adhesion or cohesion, tear, rupture, or do not cure. Prime Contractor shall co-certify the warranty.

1. Three years from date of Substantial Completion.

2. PRODUCTS

2.1. MATERIALS, GENERAL

A. Products: Subject to compliance with requirements, provide one of each of the types of products listed in this Specification.

B. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

C. Stain-Test-Response Characteristics: Sealants shall be nonstaining to exposed porous substrates. Provide products that have undergone testing according to ASTM C1248 and have not stained porous joint substrates indicated for Project.

D. Colors: Provide color of exposed joint sealants to comply with the following:

1. Provide selections made by Architect from manufacturer's full range of colors for products of type specified.

2.2. SYSTEM PERFORMANCE REQUIREMENTS

A. Provide joint sealants for exterior and interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates.

2.3. ELASTOMERIC JOINT SEALANTS

A. General, Elastomeric Sealants:

1. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C920 and other requirements indicated for each elastomeric joint sealant, including those requirements referencing ASTM C920 classifications for Type, Grade, Class, and Uses related to exposure and joint substrates.

B. Silicone Sealants:

1. SEALANT ES-4: Single-Component Silicone Sealant: Manufacturer's standard, single component, neutral-curing; low modulus type.

a. Acceptable products/manufacturers:

1) 756 SMS / Dow Corning
2) 795 / Dow Corning
3) 896 / Pecora Corp.
4) Sikasil WS-295 / Sika Corp.

b. Grade: NS (Non-Sag)
c. Class: 50
d. Uses Related to Exposure: NT (Non-Traffic)

2. SEALANT ES-4A: Single-Component Silicone Sealant, Non-Glazing Applications: Manufacturer's standard, single component, neutral-curing; low modulus type.

a. Acceptable products/manufacturers:

1) 791 / Dow Corning
2) 864-NST / Pecora Corp.

b. Grade: NS (Non-Sag)
c. Class: 50
d. Uses Related to Exposure: NT (Non-Traffic)

C. Polyurethane Sealants:

1. SEALANT ES-7: Single-Component Polyurethane Sealant: Manufacturer's standard, single-component, moisture-curing.

a. Acceptable products/manufacturers:

1) Sonolastic Ultra / BASF Construction Systems
2) Sikaflex 1a / Sika Corp.

b. Grade: NS (Non-Sag)
c. Class: 25
d. Uses Related to Exposure: NT (Non-Traffic) and T (Traffic)

2. SEALANT ES-7A: Single-Component Polyurethane Sealant, Non-Traffic Applications: Manufacturer's standard, single-component, moisture-curing.

a. Acceptable products/manufacturers:

1) NP 1 / BASF Construction Systems
2) DynaTrol I-XL / Pecora Corp.
3) Stampede 1 / Sherwin-Williams

b. Grade: NS (Non-Sag)
c. Class: 25
d. Uses Related to Exposure: NT (Non-Traffic)

3. SEALANT ES-9: Multi-Component Polyurethane Sealant: Manufacturer's standard, multi-component, chemical curing.

a. Acceptable products/manufacturers:

1) Dynatrol II / Pecora Corp.
2) Dymeric 240FC / Tremco

b. Grade: NS (Non-Sag)

c. Class: 50
d. Uses Related to Exposure: NT (Non-Traffic)

4. SEALANT ES-10: Multi-Component Polyurethane Sealant: Manufacturer's standard, multi-component, chemical curing.

a. Acceptable products/manufacturers:

1) NP 2 / BASF Construction Systems
2) Stampede-2NS / Sherwin-Williams
3) Sikaflex 2c NS / Sika Corp.

b. Grade: NS (Non-Sag)
c. Class: 25
d. Uses Related to Exposure: NT (Non-Traffic)

D. Hybrid Sealants:

1. SEALANT ES-12: Single-Component Silyl-Terminated Polyether Sealant: Chemical curing; paintable; low modulus type.

a. Acceptable products/manufacturers:

1) Sonolastic 150 with VLM Technology / BASF Construction Systems

b. Grade: NS (Non-Sag)
c. Class: 50
d. Uses Related to Exposure: NT (Non-Traffic)

2.4. SEMI-ELASTOMERIC JOINT SEALANTS

A. SEALANT SES-1: Acrylic-Based Solvent-Release Sealant: Manufacturer's standard one-part, non-sag, paintable, solvent-release-curing acrylic terpolymer sealant complying with ASTM C1311 or FS TT-S-00230 or both. Sealant must, without failure in adhesion and cohesion, withstand 12-1/2% movement in both extension and compression for a total of 25% joint movement.

1. Acceptable products/manufacturers: Mono 555 / Tremco
2. Grade: NS (Non-Sag)
3. Class: n/a
4. Uses Related to Exposure: NT (Non-Traffic)

B. SEALANT SES-2: Acrylic-Emulsion Sealant: Provide manufacturer's standard siliconized acrylic latex, one-part, non-sag, paintable product complying with ASTM C834. Sealant must, without failure in adhesion and cohesion, withstand 5% movement in both extension and compression for a total of 10% joint movement.

1. Acceptable products/manufacturers:

a. Sonolac / BASF Construction Systems
b. Siliconized Acrylic / Bostik, Inc.
c. AC-20+ Silicone / Pecora Corp.
d. 950A Siliconized Acrylic / Sherwin-Williams
e. Tremflex 834 / Tremco

2. Grade: NS (Non-Sag)
3. Class: n/a
4. Uses Related to Exposure: NT (Non-Traffic)

2.5. JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type that are non-staining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Joint Backings: ASTM C1330; Type listed below, and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

1. Type B: Bicellular material with a surface skin (“soft rod”).
2. Individual rod width must be of adequate width to fit snugly in joint. Combining, twisting or braiding of smaller rods is not acceptable for wider joints.

2.6. ACCESSORIES AND MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated; non-staining type.

B. Cleaners for Nonporous Surfaces: Cleaners recommended by sealant manufacturer. Chemical cleaners shall be acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

3. EXECUTION

3.1. EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

1. Beginning of installation means installer accepts the condition of surfaces and substrates.

B. Verify that sealants are appropriate for the substrates they are to be applied to.

3.2. PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:

1. Remove all foreign and loose material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of

developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

3. Remove laitance and form release agents from concrete.
4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Verify that joint backing, primers, and release tapes are compatible with sealant.

C. Measure joint dimensions and size materials to achieve required width/depth ratios.

D. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

E. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

F. Protect elements surrounding the work of this Section from damage or disfiguration.

3.3. INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.

D. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

    a. Do not leave gaps between ends of joint fillers.
    b. Do not stretch, twist, puncture, or tear joint fillers.
    c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.

2. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.

E. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative

to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

1. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
2. Install sealant in uniform, continuous ribbons free of air pockets, gaps, foreign embedded matter, ridges, and sags.
3. Ensure complete "wetting" of the joints. Bond surfaces equally on opposite sides. Fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces.
4. Tape Sealants: Apply tape sealants in double rows approximately 1” apart.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

G. Install sealants to depths as shown or as required by sealant manufacturer. When not shown or indicated, install within the following limitations:

1. For sidewalks, pavements, and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but not more than 3/4" deep or less than 3/8" deep.
2. For normal moving joints sealed with elastomeric sealants, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but not more than 1/2" deep or less than 1/4" deep.
3. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in the range of 65% to 125% of joint width.

H. Spillage: Do not allow sealants or compounds to overflow or spill onto adjoining surfaces.

1. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces.

3.4. CURING

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions to obtain high early bond strength and surface durability.

3.5. FIELD QUALITY CONTROL

A. Field-Adhesion Testing by Sealant Manufacturer in Conjunction with the Contractor: Field test joint sealant adhesion to joint substrates as follows:

1. Conduct field tests for each application indicated below:

a. Flashings to stone
b. Aluminum window perimeters

2. Notify Architect 7 days in advance of the dates and times when test joints will be erected.

3. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C1193, or Method A, Tail Procedure, in ASTM C1521.

a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

4. Inspect tested joints and report on the following:

    a. Whether sealants filled joint cavities and are free of voids.
    b. Whether sealant dimensions and configurations comply with specified requirements.
    c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Non-Destructive Testing: The Architect may elect to perform testing utilizing non-destructive test methods per the Dowel Method per ASTM C1521.

C. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

    1. Retest: Perform one adhesion test for each contiguous length of replaced sealant joint, minimum one test for every 50 feet of replacement.

3.6. CLEANING AND REPAIRING

A. Clean work under provisions of Section 01 7700.

B. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

C. Upon completion, carefully examine all sealant and caulking work. Remove all damaged and defective work and replace with new materials.

D. Remove all surplus products, containers, and rubbish and dispose of off site.

E. Remove all spilled or spattered materials from all surfaces. When adjacent surface or other work has been damaged or stained as a result of sealing and caulking work, repair all damage and remove all stains to the satisfaction of the Architect.

3.7. PROTECTION

A. Protect finished installation under provisions of Section 01 5000.

B. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage (other than normal wear or weathering)at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

3.8. SCHEDULE

A. If more than one sealant is listed below for a particular joint type, Contractor may at his option choose which sealant to use.

B. If no color is indicated, use the sealant manufacturer's standard color.

C. Exterior Window, Storefront, and Door Perimeter:

1. Type: ES-4, ES-4A, ES-7, ES-7A, ES-9, ES-10, ES-12
2. Color: To be selected by Architect/Engineer.

D. Interior Window, Storefront, and Door Perimeter:

1. Type: SES-1, SES-2
2. Color: To be selected by Architect/Engineer.

END 07 9200

1. GENERAL

1.1. WORK INCLUDES

A. General Contractor provide:

a. Exterior and interior entrance systems.
b. Exterior and interior storefront systems.
c. Hardware for door systems

1.2. RELATED WORK

A. Specified elsewhere:

1. Section 01 3300 – Submittal Procedures
2. Section 07 9200 – Joint Sealants: for joint sealants installed as part of aluminum entrance and storefront systems.
3. Section 08 5113 – Aluminum Windows
4. Section 08 8000 – Glazing

1.3. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents except for those having different revision dates as referenced in the codes indicated on the Drawings, or unless otherwise indicated.

B. Aluminum Association (AA): DAF-45, Designation System for Aluminum Finishes.

C. American Architectural Manufacturers Association (AAMA):

1. AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS) - North American Fenestration Standard/Specification for Windows, Doors, and Skylights.
2. AAMA 501.1 - Test Method for Water Penetration of Windows, Curtain Walls, and Doors Using Dynamic Pressure.
3. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.
4. AAMA 501.5 - Methods of Tests for Exterior Walls.
5. AAMA 608.1 - Specification and Inspection Methods for Electrolytically Deposited Color Anodic Finishes for Architectural Aluminum.
6. AAMA 611 - Specification for Anodized Architectural Aluminum.
7. AAMA 701 - Specification for Pile Weatherstripping.
8. AAMA 800 - Specification and Test Methods for Sealants.
9. AAMA 1503.1 - Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections.
10. AAMA 2605 - Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.

D. American Society for Testing and Materials (ASTM):

1. ASTM A36 - Structural Steel.
2. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
4. ASTM A1008 - Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy.

5. ASTM A1011 - Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy.
6. ASTM B209 - Aluminum and Aluminum-Alloy Sheet and Plate.
7. ASTM B221 - Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes, and Tubes.
8. ASTM B308 - Aluminum-Alloy 6061-T6 Standard Structural Shapes, Rolled or Extruded.
9. ASTM B429 - Aluminum-Alloy Extruded Structural Pipe and Tube.
10. ASTM C920 - Elastomeric Joint Sealants.
11. ASTM D2000 - Classification System for Rubber Products in Automotive Applications.
12. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
13. ASTM D2287 - Standard Specification for Nonrigid Vinyl Chloride Polymer and Copolymer Molding and Extrusion Components.
14. ASTM D4214 – Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
15. ASTM E283 - Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors.
16. ASTM E330 - Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
17. ASTM E331 - Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
18. ASTM E699 - Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components
19. ASTM E1105 - Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic Static Air Pressure Difference.

E. National Association of Architectural Metal Manufacturers (NAAMM): Metal Finishes Manual for Architectural and Metal Products.

F. National Fenestration Rating Council (NFRC):

1. NFRC 100 - Procedure for Determining Fenestration Product U-Factors.
2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.
3. NFRC 400 – Procedure for Determining Fenestration Product Air Leakage.
4. NFRC 500 - Procedure for Determining Fenestration Product Condensation Resistance Values.

G. Structural Engineering Institute/American Society of Civil Engineers:

1. SEI/ASCE 7: Minimum Design Loads for Buildings and Other Structures.

1.4. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Product Data: Include details of construction relative to materials, dimensions of individual components, profiles, and finishes.
2. Performance Data:

a. Certification by independent testing laboratory that products comply with performance requirements listed herein.

b. Energy Performance Data: The following values shall be individually calculated for each exterior opening, demonstrating compliance with the required values indicated in this Section:

1) System Thermal Transmittance (U-factor).
2) Solar Heat Gain Coefficient.

c. NFRC Label Certificate: For all exterior fenestration products, U-factors per NFRC 100, and Solar Heat Gain Coefficient (SHGC) and Visible Transmittance (VT) per NFRC 200, shall be determined by an accredited, independent laboratory, and labeled and certified by the manufacturer.

3. Shop Drawings: Show details of fabrication and installation, including plans, elevations, sections, details of components, attachments to other work, and provisions for drainage of moisture in the system to the exterior and for expansion and contraction.

a. For entrance systems, include hardware schedule and indicate operating hardware types, quantities, and locations.

4. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for units with factory-applied color finishes.

5. Samples for Verification: For each type of exposed finish required, provide a minimum of two (2) 4" square pieces. Where finishes involve normal color and texture variations, include Sample sets showing the full range of variations expected.

6. Warranty Certificates: Submit copies of written warranty signed by the manufacturer and Contractor.

1.5. QUALITY ASSURANCE

A. Installer Qualifications: Certified in writing by system manufacturer as qualified for specified systems. Installer must have a minimum of ten years of experience with this type of construction indicating successful completion of contracts for projects of similar size and scope. Documentation of experience and qualifications shall be made available upon request.

B. Engineering Responsibility: Prepare data for entrance and storefront systems, including shop drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this project.

C. Pre-installation Meetings: Conduct pre-installation meeting including the manufacturer, the installer, the General Contractor, and the Architect to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

1.6. DELIVERY, STORAGE, AND HANDLING

A. Make arrangements with General Contractor for storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment, on and offsite is solely contractor's responsibility.

1.7. PROJECT CONDITIONS

A. Field Measurements: Verify dimensions by field measurements before fabrication and indicate measurements on shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1.8. WARRANTY

A. Special Assembly Warranty: Standard form in which Manufacturer and Installer agree to repair or replace components of glazed aluminum entrances and storefront that do not comply with requirements or that fail in materials or workmanship within specified warranty period.

1. Failure of materials or workmanship shall include, but are not limited to, excessive leakage or air infiltration, excessive deflections, faulty deterioration of finish or metal in excess of normal weathering, and defects in weatherstripping and other components of the work.
2. Warranty Period: Five years from date of Substantial Completion.

2. PRODUCTS

2.1. MANUFACTURERS / PRODUCTS

A. Basis-of-Design: Kawneer, 451/451T

B. Acceptable Manufacturers: The following manufacturers, provided they comply with requirements of the Contract Documents and their product is comparable to that specified in this Section as determined by the Architect, are considered acceptable:

1. Kawneer
2. Substitutions: Under provisions of Section 01 6000.

2.2. SYSTEM DESCRIPTION

A. Design requirements: 4-1/2” overall depth framing. Sightline dimensions to be 2”. Glass shall be retained mechanically on all sides by continuous gaskets inserted into framing members.

1. System to be center glazed as indicated on Drawings.
2. Exterior Storefront Framing requirements:

a. Shall have thermally broken construction.

2.3. PERFORMANCE REQUIREMENTS

A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed systems representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Aluminum-framed systems shall withstand movements of supporting structure indicated on Drawings including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
2. Dimensional tolerances of building frame and other adjacent construction.
3. Failure also includes the following:

a. Thermal stresses transferring to building structure.
b. Glass breakage.
c. Noise or vibration created by wind and thermal and structural movements.
d. Loosening or weakening of fasteners, attachments, and other components.

B. Design Wind Loads: A static air design load of 35 psf shall be applied.

C. Structural-Test Performance: Test according to ASTM E330 as follows:

1. When tested at positive and negative wind-load design pressures, assemblies do not evidence deflection exceeding specified limits.
2. When tested at 150 percent of positive and negative wind-load design pressures, assemblies, including anchorage, do not evidence material failures, structural distress, and permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

D. Deflection of Framing Members: At design wind pressure, as follows:

1. Deflection Normal to Wall Plane: Limited to one of the following, whichever is less:

a. Edge of glass in a direction perpendicular to glass plane not exceeding L/175 of the glass edge length for each individual glazing lite.
b. 1/175 of clear span for spans up to 13 feet 6 inches and to 1/240 of clear span plus 1/4 inch for spans greater than 13 feet 6 inches.
c. An amount that restricts edge deflection of individual glazing lites to 3/4 inch.

2. Deflection Parallel to Glazing Plane: Limited to L/360 of clear span or 1/8 inch, whichever is smaller.

E. Water Penetration under Static Pressure: No evidence of water penetration through fixed glazing and framing areas when tested according to ASTM E331 at a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 12 lbf/sq. ft.

F. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures:

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

G. Energy Performance: Aluminum-framed systems shall have certified and labeled energy performance ratings in accordance with NFRC.

1. System Thermal Transmittance (U-factor): System value including framing specified in this Section and glazing specified in Section 08 8000. The system design must comply for each exterior opening as noted on A401.
2. Solar Heat Gain Coefficient: Fixed glazing and framing areas shall have a solar heat gain coefficient as noted on A401.
3. Air Infiltration:
   a. Fixed Glazing/Framing Areas: 0.06 cfm/sq. ft. maximum per ASTM E283 at 1.6 psf.
   b. Glazed Swinging Entrances: 1.00 cfm/sq. ft. maximum per ASTM E283 at 1.6 psf.

4. Condensation Resistance: Fixed glazing and framing areas shall have an NFRC-certified condensation resistance rating of no less than 60 as determined according to NFRC 500.

2.4. MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated, complying with the requirements of standards indicated below.

1. Sheet and Plate: ASTM B209.
2. Extruded Bars, Rods, Shapes, and Tubes: ASTM B221.
3. Extruded Structural Pipe and Tubes: ASTM B429.

4. Structural Profiles: ASTM B308.

B. Steel Reinforcement: Manufacturer shall select shapes and sizes to suit project.

1. Structural Shapes, Plates, and Bars: ASTM A36.
2. Cold-Rolled Sheet and Strip: ASTM A1008.
3. Hot-Rolled Sheet and Strip: ASTM A1011.

C. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials.

1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
2. Reinforce members as required to receive fastener threads.
3. Exposed fasteners: Use of exposed fasteners should be avoided. Where necessary, fasteners shall be countersunk Phillips screw heads finished to match framing system.

D. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A123 or ASTM A153 requirements.

E. Shims: Structural plastic.

F. Concealed Flashing: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding flashing compatible with adjacent materials.

G. Brake Metal Panels: Sheet aluminum, 0.063” minimum thickness unless indicated otherwise on Drawings.

1. Brake metal panels shall be installed with a backbend and held in place with spring clips or as shown on Drawings. Double-stick tape will not be an acceptable means of installation.

H. Sealants: Use only non-hardening, non-shrinking, and non-migrating materials.

1. For nonworking, metal-to-metal joints: Small joint sealant conforming to AAMA 800.
2. For joints between other components: Suitable for application.
3. For joints between curtain wall and other building components: Provide products specified in Section 07 9200.
4. For glazing: Provide products specified in Section 08 8000.

I. Dissimilar Metal Coating: Cold-applied asphalt mastic, zinc chromate paint, or other nonconductive, non-absorptive coating.

2.5. GLASS AND GLAZING ACCESSORIES

A. Refer to Section 08 8000 - Glazing.

2.6. ENTRANCE DOOR SYSTEMS

A. Provide manufacturer's standard 2 1/4" thick for exterior thermally broken and 1 ¾” for interior glazed doors with minimum 0.125” thick, extruded tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deep penetration and fillet welded or that incorporate concealed tie-rods.

1. Glazing Stops and Gaskets: Provide manufacturer's standard snap-on extruded-aluminum glazing stops and preformed gaskets.

2. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior.
3. Stile Design: Wide stile; 5" nominal width. Provide 10” bottom rail.

2.7. HARDWARE

A. General: Provide heavy-duty hardware units as shown, scheduled or required for proper operation of each door and as otherwise indicated. Finish exposed parts to match door finish, unless otherwise indicated. Coordinate all other hardware as specified in Section 08 7100 – Hardware.

B. Continuous Gear-Type Hinge: Heavy duty commercial grade; full height (1” less than net door height); capable of supporting doors up to 200 lbs.; extruded-aluminum, pinless, geared hinge leaves joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings.

1. Type CH1 – Concealed leaf, heavy duty; minimum of 27 bearings for 7’-0” high door. BHMA A156.26.

a. 780-112HD/Hager
b. MCK-12HD/McKinney
c. 112HD/Ives
d. 661HD/Stanley
e. FMSLFHD1/Pemko
f. SL11HD/Select
g. As recommended by Aluminum Storefront supplier.

C. Push/pull sets – PP9: As selected by Architect from manufacturer’s full range of pull handles and plates.

D. Thresholds – T9: At exterior doors, provide manufacturer's standard threshold with cutouts coordinated for operating hardware, with anchors and jamb clips, and not more than 1/2" high, with beveled edges providing a floor level change with a slope of not more than 1:2, and in the following material:
1. Material: Aluminum mill finish.

E. Door Kick Plates: 0.050" thick; satin aluminum, clear anodized; 2” less than door width; beveled four edges; countersunk screws; 8” high. Mount on each side of door. BHMA A156.6, J102.

1. K0050/Trimco
2. As recommended by Aluminum Storefront supplier.

F. Weather Stripping – W9: Manufacturer's standard replaceable weather stripping as follows:

1. Compression Weather Stripping: Molded neoprene complying with ASTM D2000 requirements or molded PVC complying with ASTM D2287 requirements.
2. Sliding Weather Stripping: Wool, polypropylene, or nylon woven pile with nylon-fabric or aluminum-strip backing complying with AAMA 701 requirements.
3. Weather Sweeps: Manufacturer's standard weather sweep for application to exterior door bottoms and with concealed fasteners on mounting strips.

G. Exit Devices - Heavy Commercial Duty; touch bar styling; grooved mechanism case; complying with BHMA A156.3, Grade 1. Provide U.L. listed, fire rated devices for all fire rated applications.

1. Type EC – Concealed Vertical Rod:

    a. 9947/Von Duprin
    b. 8600/Sargent
    c. ED5800/Corbin-Russwin
    d. 7120/Yale
    e. Apex 2700-2800 Series/Precision
    f. 9100/Dorma
    g. As recommended by Aluminum Storefront supplier.

2. Round Stem, Flat Face with Smooth Curved Return

    a. As noted on A403.
    b. As recommended by Aluminum Storefront supplier.

3. Functions:

    a. Type 6 - Night Latch (with exterior lever): Latchbolt by touch bar inside or key outside; exterior trim acts as pull when touch bar is locked down or when latchbolt is retracted by exterior key. ANSI Type F09.
        1) This control shall be confirmed with owner and shall be coordinated with the existing security control.

    b. Options: Exit Device shall be integrated with the owner's existing control system. The contractor to verify existing installation and match requirements.

H. Closers - General Description:

1. All closers shall be inspected after installation by a factory representative to insure proper adjustment and operation.
2. Spring power shall be adjustable from sizes 1 through 6, per ANSI A117.1. Adjust spring power to a maximum opening force range of 5 lbs. on all interior doors and 8.5 lbs. on all exterior doors. Adjust spring power on fire rated doors as required to close and latch (maximum opening force of 15 lbs.)
3. Closers shall have separate adjustments for latch speed, general speed, and back check.
4. Place closer as shown on sheet A403.
5. All closers installed parallel arm shall be supplied with heavy duty rigid arms.
6. Provide all brackets, drop plates, spacer blocks, and any necessary items required to insure proper installation.
7. Types: Provide closers as noted on A403.

I. Existing Systems: Door operators, security access systems, and electrified hardware requirements are shown on A403. All items on existing doors shall be removed and replaced to maintain the existing operational control of the door. Coordinate removal and installation with General Contractor and Owner.
1. Low Energy Operators - Remove and reinstall existing door operators. See sheet A403. Doors must operate as existing doors operate.
2. Access Credentials - Remove and reinstall all security controls and devices as shown on A403. Doors must operate as existing doors operate.

J. Finishes: Finish for all hardware items specified herein which are to be installed on aluminum entrances shall match the finish specified for the aluminum components.

2.8. FABRICATION

A. Take accurate field measurements to verify required dimensions prior to fabrication.

B. Form or extrude aluminum shapes before finishing.

C. Fabricate components in accord with approved shop drawings.

D. Fabricate components that, when assembled, have the following characteristics:

1. Profiles which are sharp, straight, and free of defects or deformations.
2. Accurately fitted joints with ends coped or mitered. Remove burrs and ease edges.
3. Internal guttering system or other means to drain water passing joints, condensation occurring within framing members, and moisture migrating within the system to exterior.
4. Physical and thermal isolation of glazing from framing members.
5. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.

    a. Expansion mullions, where provided, shall not be spaced less than 20 feet on center unless required by the manufacturer.

6. Thermally-broken Construction: Fabricate frame members with integral, concealed, low-conductance materials that separates exterior surfaces from interior member, without any metal-to-metal contact.
7. Provisions for field replacement of glazing from exterior.
8. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.

E. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

F. Provide internal structural reinforcing within framing members where required to maintain rigidity and accommodate design loads.

G. Separate dissimilar metals with protective coating or preformed separators to prevent contact and corrosion.

H. Storefront: Fabricate framing in profiles indicated for flush glazing without projecting stops. Provide subframes and reinforcing of types indicated or, if not indicated, as required for a complete system. Factory assemble components to greatest extent possible to minimize field cutting, splicing, and assembly. Disassemble components only as necessary for shipment and installation.

I. Entrances: Fabricate door framing in profiles indicated. Reinforce doors and framing for door hardware installation and as required to support loads imposed by door operation. Factory assemble door and frame units to greatest extent possible. Cut, drill, and tap for factory-installed hardware before finishing components.

1. Exterior Doors: Provide compression weather stripping at fixed stops. At other locations, provide sliding weather stripping retained in adjustable strip mortised into door edge.
2. Interior Doors: Provide ANSI/BHMA A156.16 silencers at stops to prevent metal to metal contact. Provide 3 silencers on strike jamb of single-door frames and 2 silencers on head of double-door frames.
3. Hardware: Install all hardware, except surface-mounted hardware, at the fabrication plant. Remove only as required for final finishing operations, and for delivery and installation of the work at the project site.

2.9. ALUMINUM FINISHES

A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying and designating finishes.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

1. Appearance shall be defined as color, sheen, and texture.

C. Finish designations prefixed by AA conform to the system established by the Aluminum Association for designating aluminum finishes.

D. Class I, Color Anodic Finish: AA-M12C22A42/A44 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.

1. Color: As selected by Architect from the full range of industry colors and color densities.

3. EXECUTION

3.1. EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of entrance and storefront systems. Do not proceed with installation until unsatisfactory conditions have been corrected.

B. The contractor is responsible to verify the existing operating parameters of each door opening. Provide hardware that integrates and maintains the same operational control of each door. Notify A/E immediately if hardware noted below is not adaptable to the existing system.

3.2. INSTALLATION

A. General:

1. Install in accordance with approved shop drawings, Construction Documents, and manufacturer’s instructions and recommendations.
2. Comply with manufacturer's written instructions for protecting, handling, and installing entrance and storefront systems.
3. Do not install damaged components.
4. Fit frame joints to produce hairline joints free of burrs and distortion.
5. Rigidly secure non-movement joints.
6. Seal joints watertight.
7. Install components plumb and true in alignment without warp or rack of framing members.
8. Shims shall not intrude into depth required for sealant and backer rod specified.

B. Metal Protection:

1. Where aluminum will contact pressure treated wood blocking, protect against galvanic action by applying self-adhesive ice and water barrier membrane as a separation.
2. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
3. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

C. Install components to drain condensation occurring in glazing channels, condensation occurring within framing members, and moisture migrating within the system to the exterior.

D. Entrance Doors: Install doors to produce smooth operations and tight fit at contact points. Install exterior doors to produce weathertight enclosure.

E. Entrance Door Hardware:

1. Lubricate operating hardware and other moving parts according to hardware manufacturers' written instructions.
2. Install surface-mounted hardware according to manufacturer's written instructions using concealed fasteners to greatest extent possible.
3. Coordinate reinstallation of all existing door operating and security systems as shown on sheet A403.

F. Install glazing according to shop drawings. Comply with requirements of Section 08 8000 - Glazing, unless otherwise indicated.

G. Install sealant and backer rod according to shop drawings. Comply with requirements of Section 07 9200 - Joint Sealers, unless otherwise indicated.

3.3. TOLERANCES

A. Erection Tolerances: Install entrance and storefront systems to comply with the following maximum tolerances:

1. Plumb: 1/8" in 10’; 1/4" in 40’.
2. Level: 1/8” in 20’; 1/4” in 40’.
3. Alignment:

a. Where surfaces abut in line, limit offset from true alignment to 1/16".
b. Where surfaces meet at corners, limit offset from true alignment to 1/32".

4. Diagonal Measurements: Limit difference between diagonal measurements to 1/8".

B. System will be considered defective if the work does not meet these tolerances.

3.4. FIELD QUALITY CONTROL

A. The Testing Agency shall perform the following tests and inspections:

1. Water Spray Test: Before installation of interior finishes has begun, areas designated by Architect shall be tested according to AAMA 501.2 and shall not evidence water penetration.

B. Additional Tests: Testing Agency shall make additional tests when test results indicate that requirements have not been satisfied. This additional testing will be at the Contractor's expense.

1. This Work will be considered defective if it does not pass inspections. Repair or replace deficient components and assemblies. Then reinspect as specified above.

C. The Testing Agency shall prepare and submit test and inspection reports, noting all deficiencies, corrective actions, and retest results.

3.5. CLEANING AND PROTECTION

A. Clean aluminum surfaces promptly after installation, exercising care to avoid damage of the protective coating. Remove excess sealant and glazing compounds, dirt, and other substances.

B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, which ensure entrance and storefront systems are without damage or deterioration at the time of Substantial Completion.

END 08 4113

1. GENERAL

1.1. WORK INCLUDES

A. General Contractor provide:

a. Aluminum-framed windows.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 - Submittal Procedures
2. Section 06 1000 - Rough Carpentry
3. Section 07 6200 - Sheet Metal Flashing and Trim
4. Section 07 9200 - Joint Sealants

1.3. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents except for those having different revision dates as referenced in the codes indicated on the Drawings, or unless otherwise indicated.

B. AA DAF-45 - Designation System for Aluminum Finishes; The Aluminum Association.

C. American Architectural Manufacturer's Association (AAMA):

1. AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS) - North American Fenestration Standard/Specification for Windows, Doors, and Skylights.
2. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products.
3. AAMA 611 - Specification for Anodized Architectural Aluminum.
4. AAMA 620 - Specifications for High Performance Organic Coatings on Coil Coated Architectural Aluminum Substrates.
5. AAMA 701/702 - Specification for Pile Weatherstripping and Replaceable Fenestration Weatherseals.
6. AAMA 800 - Specifications and Test Methods for Sealants.
7. AAMA 850 – Fenestration Sealants Guide Manual.
8. AAMA 902 – Specification for Sash Balances.
9. AAMA 904 - Voluntary Specification for Multi-Bar Hinges in Window Applications.
10. AAMA 910 – "Life Cycle" Specifications and Test Methods for Architectural Grade Windows and Sliding Glass Doors.
11. AAMA 1503 - Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors, and Glazed Wall Sections.
12. AAMA 2603 – Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
13. AAMA 2605 – Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.
14. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site.

D. American Society for Testing and Materials (ASTM):

1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

2. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
3. ASTM D4214 – Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
4. ASTM E 283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
5. ASTM E 330 - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
6. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
7. ASTM E 547 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors and Curtain Walls by Cyclic Static Air Pressure Differential.
8. ASTM E2112 – Standard Practice for Installation of Exterior Windows, Doors, and Skylights.
9. ASTM E 2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.

E. NFRC – National Fenestration Rating Council:

1. NFRC 100 - Procedure for Determining Fenestration Product U-Factors.
2. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence.
3. NFRC 400 – Procedure for Determining Fenestration Product Air Leakage.

F. IGCC – Insulating Glass Certification Council.

G. SGCC – Safety Glazing Certification Council.

1. ANSI Z97.1 - American National Standard for Safety Glazing Materials used in Buildings – Safety Performance Specifications and Methods of Test.
2. 16 CFR 1201 - Consumer Product Safety Commission Safety Standard for Architectural Glazing Materials – codified at Title 16, Part 1201 of the Code of Federal Regulations.

1.4. SUBMITTALS

A. Submit in accordance with Section 01 3300:

1. Product Data: Manufacturer's standard product specifications and technical data on fabrication methods, finishing, hardware, and accessories, and installation and handling recommendations.

2. Performance Data:
   a. Energy Performance Data: The following values shall be individually calculated for each exterior opening, demonstrating compliance with the required values indicated in this Section:

      1) System Thermal Transmittance (U-factor).
      2) Solar Heat Gain Coefficient.

3. Shop Drawings: Show all information not fully detailed in product data and the following:

   a. Elevations.
   b. Full-size section details of all typical members.

c. Anchors.
d. Hardware.
e. Operators
f. Accessories.
g. Glazing methods.
h. Sealants.
i. Include wall opening and component dimensions; wall opening tolerances required.

4. Samples:
   a. Samples for Initial Selection of Coated Finishes: Coating manufacturer's color selection data. Where color or texture of finish may have variations, include two (2) or more sections in each sample, to show the limits of such variations.
   b. Samples for Verification of Coated Finishes: For each type and color of coated finish submit a minimum of three (3) 4” square pieces.
   c. Samples for Selection of Insect Screen Finishes.

5. Certifications:
   a. Submit current certified test laboratory reports by independent laboratory substantiating performance of system. Include other supportive data as required or as necessary including AAMA certification.
   b. NFRC Label Certificate: For all exterior fenestration products, U-factors per NFRC 100, and Solar Heat Gain Coefficient (SHGC) and Visible Transmittance (VT) per NFRC 200, shall be determined by an accredited, independent laboratory, and labeled and certified by the manufacturer.

6. Warranty: Submit specimen copy of each warranty.

B. Submit in accordance with Section 01 7700:

1. Warranties: Provide executed warranty certificates as indicated in this Specification.

1.5. QUALITY ASSURANCE

A. Source Limitations: Obtain aluminum windows through one source from a single manufacturer.

B. Test Units: Glazed, completely assembled, constructed in accord with requirements of contract documents.

1. Minimum size required by gateway performance requirements for determining compliance with AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS) for both gateway performance requirements and optional performance grades.

C. Field Measurements: Verify aluminum window openings by field measurements before fabrication and indicate measurements on Shop Drawings.

D. Pre-installation Meetings: Conduct pre-installation meeting including the manufacturer, the installer, the General Contractor, and the Architect to verify project requirements, substrate conditions, manufacturer’s installation instructions, and manufacturer’s warranty requirements.

1.6. DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle windows in manner to avoid damage, under provisions of Section 01 6000.

1.7. WARRANTY

A. Warranties: Provide written warranties from Contractor, Installer, and Manufacturer, each agreeing to repair or replace all units which fail to meet the specified performance requirements within five (5) years from date of Substantial Completion.

1. Failures include, but are not limited to, the following:

a. Failure to meet performance requirements.
b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
c. Faulty operation of movable sash and hardware.
d. Deterioration of materials and finishes beyond normal weathering.
e. Failure of insulating glass.

2. These warranties shall be in addition to, and not a limitation of, other rights the Owner may have against the Contractor under the Contract Documents, and shall cover the complete window system.

3. Warranty shall be non pro-rated.

1.8. SYSTEM PERFORMANCE REQUIREMENTS

A. Design Wind Loads
1. The design wind pressure for the project will be:
a. 30 psf positive and negative; 45 psf negative at corner zones
b. Per wind pressure diagram
c. Per local building codes
2. All structural components, including meeting rails, mullions and anchors shall be designed accordingly, complying with deflection and stress requirements listed below.

B. Air, Water, and Structural Performance Requirements
1. When tested in accordance with cited test procedures, windows shall meet or exceed the following performance criteria, as well as those indicated in AAMA 101 and 101/I.S.2 for Architectural (AW) Performance Class windows, Performance Grade 60 (AW60) and Heavy Commercial (HC) Performance Class windows, Performance Grade 80 (HC80) unless otherwise noted herein.
2. Air Test Performance Requirements
a. Air infiltration maximum 0.3 cfm per square foot at 6.24 psf pressure differential when tested in accordance with ASTM E283.
3. Water Test Performance Requirements
a. No uncontrolled water leakage at 12.00 psf static pressure differential, with water application rate of 5 gallons/hr/sq ft when tested in accordance with ASTM E331.
4. Structural Test Performance Requirements
a. Uniform Load Deflection Test
1) No deflection of any unsupported span L of test unit (framing rails, muntins, mullions, etc.) in excess of L/175 at both a positive and negative load of 80 psf (design test pressure) when tested in accordance with ASTM E330.
2) Structural reinforcing that is not standard on units being furnished is not allowed.
b. Uniform Load Structural Test
1) Unit to be tested at 1.5 x design test pressure (120 psf), both positive and negative, acting normal to plane of wall in accordance with ASTM E330.

2) No glass breakage; permanent damage to fasteners, hardware parts, or anchors; damage to make windows inoperable; or permanent deformation of any main frame or ventilator member in excess of 0.2% of its clear span.

5. Energy Performance: Aluminum windows shall have certified and labeled energy performance ratings in accordance with NFRC.
   a. See sheet A401 for Thermal Transmittance (U-factor) and Solar Heat Gain Coefficient (SHGC) requirements.
   b. Condensation Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a minimum CRF of 50.

C. Life Cycle Testing:
   1. When tested in accordance with AAMA 910-93, there is to be no damage to fasteners, hardware parts, support arms, activating mechanisms or any other damage that would cause the window to be inoperable at the conclusion of testing. Air infiltration and water resistance tests shall meet the primary performance requirements specified.

D. Condensation Resistance and Thermal Transmittance Performance Requirements
   1. Perform thermal tests in accordance with the configuration specified in AAMA 1503.1.
      a. Thermal Transmittance ("U" Factor) shall not exceed 0.50 BTU/hr/sf/deg F at 15 mph exterior wind.
      b. Condensation Resistance Factor (CRF) requirements: CRF minimum 45 (Frame) and CRF minimum 45 (specimen).

2. PRODUCTS

2.1. WINDOWS – GENERAL

A. Windows - General: Frame and sash members of extruded aluminum, complete with all hardware, accessories, sub-frames, mullions, sills, screens, and other components indicated or required; complying with AAMA/WDMA/CSA 101/I.S.2/A440 (NAFS).

   1. See Drawings for sizes, profiles, and arrangement of members.

B. Window Design:

   1. Design for reglazing without removal or dismantling of sash, ventilator, or frames.
   2. Operable sash: Design so sash can be removed from inside.
   3. Condensation and Moisture: Drain water entering joints, condensation occurring in glazing channels, or migrating moisture occurring within system, to exterior.
   4. Where insulating glass is used, provide positive drainage to eliminate water standing in glazing channels.
   5. Window Components: Designed or selected by manufacturer for strength required and compatibility with other materials.

C. Thermally broken Construction: Fabricate frame and sash members with integral, concealed, low-conductance materials that separates exterior surfaces from interior member, without any metal-to-metal contact. Low-conductance material: Tested for adequate strength required for the application. Do not bridge thermal gap with any fasteners or hardware.

D. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures determined for the project location by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and

other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

2.2. SINGLE HUNG WINDOWS

A. Acceptable Products/Manufacturers: The following products, provided they comply with the requirements of the Contract Documents as determined by the Architect, are considered acceptable.

1. Manko Window Systems, Inc. 5500 Series “Putty-Glazed” Replicate Single Hung Windows.
2. Substitutions shall follow 01 6000 requirements and only approved alternates will be considered.

2.3. MATERIALS

A. Aluminum Members

1. Extruded aluminum prime billet 6063-T5 or 6063-T6 alloy for primary components; 6063-T5, 6063-T6, or 6061-T6 for structural components; all meeting the requirements of ASTM B221.
2. Aluminum sheet alloy 3003 H 14.

2.4. MANUFACTURED UNITS

A. Materials

1. Principal window frame members will be a minimum 0.080" in thickness except at frame sills, which will be 0.093” minimum thickness.
2. Extruded or formed trim components will be a minimum 0.062" in thickness.

B. Fabrication
1. Frame depth 4 1/16” minimum.
2. Sill must allow for drainage to the exterior and function under both negative and positive pressure.
3. Frame-to-sash interface shall be designated for sweep seals, to prevent loss of weather-strip contact under positive pressure.
4. Sash must be tubular and be removable to the interior for maintenance.
5. Frames are designed for self-mulling (stacking).
6. Screen fame must not protrude from exterior of window frame.

C. Glazing
1. Stop glazed with interior removable stop and gasket.
2. Standard cavity for 1” infill.
3. Glass or panel set in structural silicone and heal bead.

2.5. COMPONENTS

A. All steel components including attachment fasteners to be 300 series stainless steel except as noted.

B. Extruded aluminum components 6063-T5 or 6063-T6.

C. Locking handles, cases and strikes to be die cast or stainless steel.

D. Thermoplastic or thermo-set plastic caps, housings and other components to be injection-molded nylon, extruded PVC, or other suitable compound.

E. Hardware:
   1. Balances
      a. Balances must provide a positive lifting force through the full range of sash travel. Sash travel must be limited on oversize units.
      b. When properly adjusted, balances must hold the sash stationary at any open position.
         1) Ultra-LiftTM balance (Recommended for improved manual assist ratio)
   2. Locks
      a. White Bronze cam action sweep latches; one per meeting rail.
      b. Provide stainless strikes: Occupant-operated sweep latches.
   3. Lift Handles
      a. Provide integral continuous lift handles on sash.
   4. Limit Stops - Provide jamb-mounted limit stops.

F. Sealants
   1. All sealants shall comply with applicable provisions of AAMA 800 and/or Federal Specifications FS-TT-001 and 002 Series.
   2. Frame joinery sealants shall be suitable for application specified and as tested and approved by window manufacturer.

G. Glass
   1. Provide in accordance with Section 08800.
   2. Sealed insulated glass shall meet ASTM E774 Class A.

H. Glazing
   1. Provide in general accordance with Section 08800.
   2. Glazing method shall be in general accordance with the FGMA Glazing Manual for specified glass type, or as approved by the glass fabricator.

I. Glazing Materials
   1. Setting Blocks/Edge Blocking: Provide in sizes and locations recommended by FGMA Glazing Manual.
   2. Back-bedding tapes, expanded cellular glazing tapes, toe beads, heel beads and cap beads shall meet the requirements of applicable specifications cited in AAMA 800.
   3. Glazing gaskets shall be non-shrinking, weather-resistant, and compatible with all materials in contact.
   4. Structural silicone sealant where used shall meet the requirements of ASTM C 1184.
   5. Spacer tape in continuous contact with structural silicone shall be tested for compatibility and approved by the sealant manufacturer for the intended application. Gaskets in continuous contact with structural silicone shall be extruded silicone or compatible material.

J. Steel Components
   1. Provide steel reinforcements as necessary to meet the system performance requirements of 1.02.
   2. Concealed steel anchors and reinforcing shall be factory painted after fabrication with rust-inhibitive primer complying with Federal Specification TT-P-645.

K. Thermal Break Construction:
   1. Frame and sash members must include a thermal break applied in the manufacturer’s facility, using concealed low conductance poured-in-place polyurethane in a pre-treated cavity.
   2. After proper curing, the aluminum bridge section must be removed to provide a 1/4” separation between exterior and interior metal surfaces.

L. Weather Stripping:

1. Dual durometer PVC, neoprene, EPDM or other suitable material as tested and approved by the window manufacturer.
2. Bulb type at exterior vent members.
3. Securely stake and join at corners. Provide drainage to exterior as necessary.
4. Weather-stripping shall provide an effective pressure-equalization seal at the interior face of the sash ventilator.

M. Receptors/Sill Starter
1. Provide extruded aluminum receptors to receive windows, as shown on architectural drawings.
2. Finish to match window frames.

2.6. FABRICATION

A. General:
1. Finish, fabricate and shop assemble frame and sash members into complete windows under the responsibility of one manufacturer.
2. No bolts, screws or fastenings to bridge thermal barrier or impair independent frame movement.
3. Fabricate to allow for thermal movement of materials when subjected to a temperature differential from -30 degrees F to +180 degrees F.

B. Frames:
1. Cope and mechanically fasten each corner leaving only hairline joinery, then seal weather tight.

C. Operating Sash Ventilator
1. Cope and mechanically fasten each corner leaving only hairline joinery, then seal weather tight.

D. Tolerances
1. Reference to tolerances for wall thickness and other cross-sectional dimensions of entrance members are nominaland in compliance with the Aluminum Standards and Data.

2.7. FINISHES

A. Finish of Aluminum Components - Finish of all exposed areas of aluminum windows and components shall be done in accordance with the appropriate AAMA Voluntary Guide Specification shown:

AAM12C21A44	ORGANIC PAINT	AAMA 2605	As selected by Architect from manufacturer’s standard colors - suitable for INTERIOR or EXTERIOR finishes

3. EXECUTION

3.1. EXAMINATION

A. Inspect openings before installation. Verify wall openings are dimensionally within allowable tolerances, plumb, level, clean, and in accordance with shop drawings. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weathertight window installation.

B. Notify the Architect in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2. INSTALLATION OF WINDOWS

A. Comply with Drawings, shop drawings, and manufacturer's written instructions for installation of windows, hardware, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E2112.

B. If necessary install aluminum trim provided by the window manufacturer around the inside perimeter of the window to close any space between the window frame and the masonry wall or sill.

C. Set units plumb, level, and true, without warp or rack of frames or sash. Set units in proper relation to wall flashing and other adjacent construction. Provide proper support and anchor securely.

D. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

E. Separate aluminum from dissimilar metals and coat dissimilar metals that are in drainage cavities, using one of the materials specified. Stainless steel, zinc, cadmium, and small areas of white bronze are not considered dissimilar metals.

F. Coat all metals that come into contact with masonry, concrete, and treated wood, using one of the materials specified.

G. Do not allow shims to intrude into depth required for sealant and backer rod specified.

H. Set sill members in bed of sealant to provide weathertight installation.

I. Install sealant and backer rod according to shop drawings. Comply with requirements specified in Section 07 9200 for installation of joint sealants.

3.3. INSTALLATION OF GLAZING

A. Install as specified in Section 08 8000.

3.4. ADJUSTING, AND CLEANING, AND PROTECTION

A. Adjust operating sashes, ventilators, and hardware to provide tight fit at contact points and at weatherstripping, for smooth operation and weathertight closure. Lubricate hardware and moving parts.

B. Clean aluminum surfaces and glass promptly after installation. Avoid damage to protective coatings and finishes. Remove excess glazing and sealant compounds, dirt, and other substances in a manner recommended by the window manufacturer.

C. Remove protective materials from prefinished aluminum surfaces.

D. Initiate all protection and other precautions required to ensure that window units will be without damage or deterioration (other than normal weathering) at time of Substantial Completion.

END 08 5113

1. GENERAL

1.1. WORK INCLUDES

A. General Contractor provide: Glazing for the following products and applications, including those specified in other Sections and shown on Drawings, where glazing requirements are specified by reference to this Section:

a. Window units.
b. Entrances and other doors.
c. Storefront construction.

1.2. RELATED WORK

A. Specified Elsewhere:

1. Section 01 3300 - Submittal Procedures
2. Section 07 9200 – Joint Sealants: Sealants at the perimeters of windows and other glazed framing systems.
3. Section 08 4113 - Aluminum Entrance and Storefronts
4. Section 08 5113 - Aluminum Windows

1.3. DEFINITIONS

A. Manufacturer denotes the producer of primary glass, or raw glass, plastic, or panel components.

B. Fabricator indicates the producer who takes the Primary product and in turn tempers, laminates, insulates, cuts, breaks, drills, forms, or otherwise assembles and fabricates various Primary components into fabricated glazing products or Manufactured Units.

1.4. REFERENCES

A. Publication Dates: Comply with standards in effect as of the date of the Contract Documents except for those having different revision dates as referenced in the codes indicated on the Drawings, or unless otherwise indicated.

B. American Society for Testing and Materials (ASTM):

1. ASTM C509: Specification for Elastomeric Cellular Preformed Gasket and Sealing Material.
2. ASTM C542: Specification for Lock-Strip Gaskets.
3. ASTM C716: Specification for Installing Lock-Strip Gaskets and Infill Glazing Material.
4. ASTM C719: Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement.
5. ASTM C864: Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
6. ASTM C920: Specification for Elastomeric Joint Sealants.
7. ASTM C1036: Specification for Flat Glass.
8. ASTM C1048: Specification for Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass.
9. ASTM C1115: Specification for Dense Elastomeric Silicone Rubber Gaskets and Accessories.
10. ASTM C1172: Specification for Laminated Architectural Flat Glass.

11. ASTM E119: Test Methods for Fire Tests of Building Construction.
12. ASTM E152: Methods of Fire Tests of Door Assemblies.
13. ASTM E163: Fire Tests of Window Assemblies.
14. ASTM E1300: Standard Practice for Determining Load Resistance of Glass in Buildings.
15. ASTM E1886: Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
16. ASTM E1996: Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes
17. ASTM E2190: Standard Specification for Insulating Glass Unit Performance and Evaluation.

C. CPSC 16 CFR Part 1201: Safety Standard for Architectural Glazing Materials.

D. FGMA Glazing Manual.

E. IGCC (Insulating Glass Certification Council).

F. IGMA (Insulating Glass Manufacturers Alliance) - TM 3000-90: Vertical Glazing Guidelines.

G. Underwriters Laboratories - BP-1154.

H. UL 972 - Standard for Burglary - Resisting Glazing Material.

1.5. PERFORMANCE REQUIREMENTS

A. General: Provide glazing systems that are produced, fabricated, and installed to withstand normal thermal movement, wind loading, and impact loading (where applicable), without failure including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; and other defects in construction.

B. Glass Design: Glass thicknesses indicated on Drawings or in this Section are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites for the various size openings in the thicknesses and strengths (annealed or heat-treated) to meet or exceed the following criteria:
1. Minimum glass thickness, nominally, of lites in exterior walls is 1/4 inch.
2. Tinted and heat-absorbing glass thicknesses for each tint indicated are the same throughout Project.
3. Minimum glass thicknesses of lites, whether composed of annealed or heat-treated glass, are selected so the worst-case probability of failure does not exceed the following:

    a. 8 lites per 1000 for lites set vertically or not over 15 degrees off vertical and under wind action. Determine minimum thickness of monolithic annealed glass according to ASTM E1300. For other than monolithic annealed glass, determine thickness per glass manufacturer's standard method of analysis including applying adjustment factors to ASTM E1300 based on type of glass.

C. Normal thermal movement results from the following maximum change (range) in ambient and surface temperatures acting on glass-framing members and glazing components. Base engineering calculation on materials' actual surface temperatures due to both solar heat gain and nighttime sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.6. SUBMITTALS

A. Submit in accordance with Section 01 3300:
   1. Manufacturer's Data – Glazing:

      a. Submit manufacturer's specifications and installation instructions for each type of glass required.
      b. Include test data substantiating that glass complies with specified requirements.

   2. Manufacturer's Data - Glazing Materials: Submit manufacturer's specifications and installation instructions for each type of glazing sealant and compound, gasket and associated miscellaneous material required. Include manufacturer's published data, or letter of certification, or certified test laboratory report indicating that each material complies with the requirements and is suitable for the applications shown.

   3. Samples for verification:

      a. Glazing: Submit 12" square samples of each type of glass indicated except for clear monolithic glass products.

   4. Compatibility test report from manufacturer of insulating glass edge sealant indicating that glass edge sealants were tested for compatibility with other glazing materials including sealants, glazing tape, gaskets, setting blocks, and edge blocks.
   5. Product test reports for each type of glazing sealant and gasket indicated, evidencing compliance with requirements specified.
   6. Certificates: Fabricator certification for argon filled insulated glazing units in accordance with Quality Assurance article in this Section.

B. Submit in accordance with Section 01 7700:

   1. Maintenance data for glass and other glazing materials to include in Operating and Maintenance Manual specified in Division 01.

1.7. QUALITY ASSURANCE

A. Manufacturer and Fabricator Qualifications:
   1. Manufacturers shall be producers of the specified products for this project for a minimum of five years prior to the release date of these contract documents. Fabricators shall be producers of the specified products for this project for a minimum of five years prior to the release date of these contract documents.
   2. Consistency and quality of the finished products are sought. Whenever the fabricated products are used, the Fabricator and Installer shall arrange to make all fabricated products from the same Primary Manufacturer's batch or order to assure consistent color and quality throughout the project.
   3. Argon Filled Insulated Glazing Units: Fabricator shall be IGCC/IGMA Certified for argon fill and perform argon testing at an IGCC/IGMA accredited laboratory at least annually. All argon filled units shall be permanently marked with this certification.

B. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, except where more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   1. Glass Association of North America (GANA) Publications: "Glazing Manual" and "Laminated Glazing Reference Manual".
   2. AAMA Publications: AAMA TIR-A7 "Sloped Glazing Guidelines" and "Glass Design for Sloped Glazing."

3. IGMA Publications: TM-3000 “North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use” and TB-3001 “Guidelines for Sloped Glazing.”

C. Safety Glass: Products complying with 16 CFR Part 1201.
   1. Where safety glazing is indicated or required, provide each piece of safety glass permanently marked with certification label of Safety Glazing Certification Council (SGCC) or other certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer’s name, type of glass, thickness, and safety glazing standard with which glass complies.

D. Laminated Glass: When setting laminated glass in their frames, provide sealants that are compatible with the glass/interlayer. Incompatible sealants may cause progressive and unacceptable edge delamination or the development of cloudiness within the laminate lite and will be cause for rejection.

E. Fire Protection-Rated Glazing Labeling: Permanently mark fire-protection-rated glazing with certification label of a testing agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer’s name, test standard, whether glazing is for use in fire doors or other opening, whether or not glazing passes hose-stream test, whether or not glazing has a temperature rise rating of 450 deg F, and the fire-resistance rating in minutes.

F. Fire-Resistive Glazing Products for Door Assemblies: Products identical to those tested per ASTM E152, labeled and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.

G. Fire-Resistive Glazing Products for Window Assemblies: Products identical to those tested per ASTM E163, labeled and listed by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.

H. Insulating Glass Certification Program: Provide insulating glass units permanently marked either on spacers or at least one component lite of units with appropriate certification label of inspecting and testing agency indicated below:
   1. Insulating Glass Certification Council (IGCC).
   2. Associated Laboratories, Inc. (ALI).
   3. National Certified Testing Laboratories (NCTL).

I. Glazier Qualifications: Engage an experienced glazer who has completed glazing similar in material, design, and extent to that indicated for Project with a record of successful in-service performance.

J. Single-Source Responsibility for Glass: Obtain glass from one source for each product indicated below:
   1. Primary glass of each (ASTM C1036) type and class indicated.
   2. Heat-treated glass of each (ASTM C1048) condition indicated.
   3. Laminated glass of each (ASTM C1172) kind indicated.
   4. Insulating glass of each construction indicated.

K. Single-Source Responsibility for Glazing Accessories: Obtain glazing accessories from one source for each product and installation method indicated.

L. Pre-Installation Conference: Conduct pre-installation meeting including the Installer and Installers of any work receiving glazing, the General Contractor, and the Architect. The meeting will verify project requirements, schedule, substrate conditions, manufacturer’s installation instructions, and manufacturer’s warranty requirements.

1.8. DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials to comply with manufacturer’s directions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.
   1. Where insulating glass units will be exposed to substantial altitude changes, comply with insulating glass fabricator’s recommendations for venting and sealing to avoid hermetic seal ruptures.

1.9. PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing materials manufacturer or when glazing channel substrates are wet from rain, frost, condensation, or other causes.
   1. Install liquid sealants at ambient and substrate temperatures above 40 deg F.

B. Measurement Procedures: Glass products shall be field-measured from the assembled frames by the furnishing and installing technicians after framing is installed on-site unless rough openings, frame sizes, and glass have been predetermined. When it has been determined by the contractor that predetermined glass sizes are desired to meet the project schedule, it shall be the responsibility of the contractor to guarantee that the required opening sizes will be constructed, in accordance with the reviewed shop drawings.

1.10. WARRANTY

A. General: Warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

B. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard Form 1n which coated-glass manufacturer agrees to replace coated-glass units that deteriorate within specified warranty period. Deterioration of coated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in coating.
   1. Warranty Period: Manufacturer’s standard but not less than 5 years after date of Substantial Completion.

C. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard Form 1n which insulating-glass manufacturer agrees to replace insulating-glass units that deteriorate within specified warranty period. Deterioration of insulating glass is defined as failure of hermetic seal under normal use that is not attributed to glass breakage or to maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
   1. Warranty Period: Manufacturer’s standard but not less than 10 years after date of Substantial Completion.

2. PRODUCTS

2.1. GLASS PRODUCTS, GENERAL

A. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass lites in thicknesses as needed to comply with requirements indicated.

1. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

B. Strength: Where float glass is indicated, provide annealed float glass, Kind HS heat-treated float glass, or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened glass is indicated, provide Kind HS heat-treated float glass or Kind FT heat-treated float glass as needed to comply with "Performance Requirements" Article. Where fully tempered glass is indicated, provide Kind FT heat-treated float glass.

C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 1/4” thick.
2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
3. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as Btu/sq. ft. x h x deg F.
4. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
5. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

2.2. GLASS PRODUCTS

A. Float Glass: ASTM C1036, Type I, Quality-Q3, Class 1 (clear) unless otherwise indicated.

B. Heat-Treated Float Glass: ASTM C1048; Type I; Quality-Q3; Class 1 (clear) unless otherwise indicated; of kind and condition indicated.
1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
2. For uncoated glass, comply with requirements for Condition A.
3. For coated vision glass, comply with requirements for Condition C (other coated glass).

C. Low-E Coated Glass: Low-emissivity transparent coating consisting of microscopically thin, metal oxide layers designed to decrease heat transfer through the glazing. Unless specified elsewhere in the Contract Documents, the coating may be applied by either pyrolytic or vacuum deposition (sputter-coating) process and applied on either the second or third surface of insulating glass units as required to meet the performance requirements in this Section.
1. Use of Low-E coatings on the #4 surface of glazing shall not be permitted.

2.3. INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified according to ASTM E2190, and complying with other requirements specified.
1. Sealing System: Dual seal, with manufacturer's recommended primary and secondary seal materials.
2. Argon Fill: Argon filled units shall meet the following requirements:

a. Contain not less than 90% argon.
b. Fabricator shall be IGCC/IGMA Certified for argon fill and perform argon testing at an IGCC/IGMA accredited laboratory at least annually. All argon filled units shall be permanently marked with this certification.

3. Spacer: Manufacturer's standard warm-edge technology spacer material and construction.

B. Glass: Comply with applicable requirements in "Glass Products" Article as indicated by designations in "Insulating-Glass Types" Article at the end of this Section.

2.4. GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of profile and hardness required to maintain watertight seal, made from one of the following:
1. EPDM complying with ASTM C 864.
2. Silicone complying with ASTM C 1115.
3. Thermoplastic polyolefin rubber complying with ASTM C 1115.

B. Soft Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM, silicone, or thermoplastic polyolefin rubber gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.
1. Application: Use where soft compression gaskets will be compressed by inserting dense compression gaskets on opposite side of glazing or pressure applied by means of pressure-glazing stops on opposite side of glazing.

2.5. GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:
1. Applications: The sealants specified in this Section shall be used for installation of glazing. These sealants are not acceptable for use at the perimeter of windows and other glazed framing systems; sealants for use at the perimeters of windows and other glazed framing systems are specified in Section 07 9200 – Joint Sealants.
2. Compatibility: Provide glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
3. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
4. Elastomeric Glazing Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealants that comply with ASTM C920 and other requirements indicated for each elastomeric glazing sealant, including those referencing ASTM C920 classifications for Type, Grade, Class and Uses related to exposure and joint substrates.
5. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer’s full range.

B. Glazing Sealants for Fire-Rated Glazing Products: Products that are approved by testing agencies that listed and labeled fire-resistant glazing products with which they are used for applications and fire-protection ratings indicated.

2.6. GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100% solids, elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 804.3 tape, where indicated.
2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.

3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

B. Expanded Cellular Glazing Tapes: Closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; and complying with AAMA 800 for the following types:
   1. AAMA 810.1, Type 1, for glazing applications in which tape acts as the primary sealant.
   2. AAMA 810.1, Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.7. MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

D. Spacers: Elastomeric blocks or continuous extrusions of hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

F. Cylindrical Glazing Sealant Backing: ASTM C1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

G. Perimeter Insulation for Fire-Resistive Glazing: Product that is approved by testing agency that listed and labeled fire-resistant glazing product with which it is used for application and fire-protection rating indicated.

2.8. FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

B. Exposed Glazing Edges:

   1. Butt-Glazed Lites: Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
   2. Other: Grind smooth and polish exposed glass edges and corners.

3. EXECUTION

3.1. EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, offsets at corners.

2. Presence and functioning of weep systems.
3. Minimum required face or edge clearances.
4. Effective sealing between joints of glass-framing members.

B. Do not proceed with glazing until unsatisfactory conditions have been corrected.

3.2. PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings that are not firmly bonded to substrates.

B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that will leave visible marks in the completed work.

3.3. GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, except where more stringent requirements are indicated, including those in referenced glazing publications.

B. Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

C. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

D. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.

E. Install elastomeric setting blocks in sill rabbets, sized and located to comply with referenced glazing standard, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

F. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

G. Provide spacers for glass sizes larger than 50 united inches (length plus height) as follows:
1. Locate spacers inside, outside, and directly opposite each other. Install correct size and spacing to preserve required face clearances, except where gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and comply with system performance requirements.
2. Provide 1/8” minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.

H. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

I. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.

J. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

K. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.

L. Square cut wedge-shaped gaskets at corners and install gaskets in manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

3.4. TAPE GLAZING

A. Position tapes on fixed stops so that when compressed by glass their exposed edges are flush with or protrude slightly above sightline of stops.

B. Install tapes continuously but not in one continuous length. Do not stretch tapes to make them fit opening.

C. Where framing joints are vertical, cover these joints by applying tapes to heads and sills first and then to jambs. Where framing joints are horizontal, cover these joints by applying tapes to jambs and then to heads and sills.

D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

E. Do not remove release paper from tape until just before each glazing unit is installed.

F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.

H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5. GASKET GLAZING (DRY)

A. Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

B. Secure compression gaskets in place with miter cut joints located at corners to compress gaskets producing a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

E. Install gaskets so they protrude past face of glazing stops.

3.6. SEALANT GLAZING (WET)

A. Install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel weep systems until sealants cure. Secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.

B. Force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.

C. Tool exposed surfaces of sealants to provide a substantial wash away from glass. Install pressurized gaskets to protrude slightly out of channel to eliminate dirt and moisture pockets.

3.7. PROTECTION AND CLEANING

A. Protect exterior glass from breakage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces.

B. Protect glass from contact with contaminating substances resulting from construction operations including weld splatter. If, despite such protection, contaminating substances do come into contact with glass, remove them immediately as recommended by glass manufacturer.

C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for build-up of dirt, scum, alkali deposits, or stains, and remove as recommended by glass manufacturer.

D. Remove and replace glass that is broken, chipped, cracked, abraded, or damaged in any way, including natural causes, accidents and vandalism, during construction period.

E. Wash glass on both faces in each area of Project not more than 4 days prior to date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended by glass manufacturer.

4. GLAZING SCHEDULE

4.1. GENERAL

A. Safety Glazing:
1. Safety glazing complying with 16 CFR Part 1201 shall be provided where indicated, where required by code, and in the following conditions:

a. All glazing in doors.
b. Glazing within a 24” radius of either door jamb where the bottom edge of the glazing is less than 60” above the walking surface.
c. Glazing that meets all of the following conditions:

1) Individual pane is greater than 9 square feet.
2) Bottom edge of glazing is less than 18” above the floor.
3) Top edge of glazing is greater than 36” above the floor.
4) Walking surfaces within 36” horizontally of the plane of the glazing.

5) Exception: If the glass is insulating glass or multiple pane glazing where the bottom edge of the glazing is 25 feet or more above any grade, roof, or walking surface, then it does not need to be safety glazing.

d. Glazing adjacent to stairways, landings, and ramps when the bottom edge of the glazing is less than 60” above the walking surface.

4.2. MONOLITHIC-GLASS TYPES

A. Glass Type GL-1 Clear Tempered glass.
1. Thickness: 1/4”
2. Provide safety glazing labeling.

4.3. INSULATING-GLASS TYPES

A. Glass Type [GL-2]: Low-E-coated, tinted insulating glass.
1. Overall Unit Thickness: 1 inch
2. Thickness of Each Glass Lite 1/4”
3. Outdoor Lite: Tinted fully tempered float glass compliant with CPSC 16 CFR 1201.
4. Interspace Content: Air
5. Indoor Lite: Clear tempered float glass compliant with CPSC 16 CFR 1201.
6. Low-E Coating: Pyrolytic or sputtered on second or third surface.
7. Visible Light Transmittance: As indicated on A401
8. Winter Nighttime U-Factor: As indicated on A401
9. Summer Daytime U-Factor As indicated on A401
10. Solar Heat Gain Coefficient: As indicated on A401.
11. Provide safety glazing labeling.

B. Glass Type GL-3: Low-E-coated, tinted insulating glass.
1. Overall Unit Thickness: 1 inch
2. Thickness of Each Glass Lite 1/4”
3. Outdoor Lite: Tinted fully tempered float glass compliant with CPSC 16 CFR 1201.
4. Interspace Content: Argon
5. Indoor Lite: Clear tempered float glass compliant with CPSC 16 CFR 1201.
6. Low-E Coating: Pyrolytic or sputtered on second or third surface.
7. Visible Light Transmittance: As indicated on A401
8. Winter Nighttime U-Factor: As indicated on A401
9. Summer Daytime U-Factor As indicated on A401
10. Solar Heat Gain Coefficient: As indicated on A401.

END 08 8000

M^cKEE ENVIRONMENTAL, INC.
430 Grimm Road, Congerville, Illinois 61729
(309) 965-2934 or (309) 275-1900 {Cell}

February 29, 2024

Mr. Mike Schone, Maintenance Supervisor
Tazewell County
101 S. Capital Street
Pekin, Illinois 61554

RE: Limited Asbestos Bulk Sample PLM Results
Courthouse Building: Window Replacement Project
Window Caulk; Exterior and Interior
MEI Project # 24-5477g1

Dear Mike:

Pursuant to your request, McKee Environmental, Inc. (MEI) performed limited bulk sampling and analysis of readily accessible suspect asbestos containing Window Caulk at exterior and interior locations you selected because of planned window replacement project at the Courthouse, 342 Court St., Pekin, Illinois. The undersigned, who is an IEPA accredited and IDPH Licensed Asbestos Inspector, collected 11 bulk samples on February 13, 2024 and sent them for Polarized Light Microscopy (PLM) analysis. The laboratory, which is NVLAP accredited, analyzed the samples by EPA Method 600/R-93/116 and found the following PLM results (see Table below and attached Laboratory PLM Analysis Report).

Sample No.	Date	Description	Location	Lab Reported PLM Asbestos Result
MMA 1-3	2/13/24	**Caulk** (gray), at stone wall & aluminum	**Exterior, Aluminum Windows**	**ACM** (2% chrysotile)
MMB 1-3	2/13/24	Caulk, on windows (aluminum at joints)	Exterior, on Windows, joints/seams	None Detected
MMC 1-3	2/13/24	Caulk, (white/clear)	Interior Windows, 1st Fl. N. side	None Detected
MMD 1-3	2/13/24	Caulk (brown/tan)	Interior Windows, 2nd Fl. S. side	None Detected

* NOTE: McKee Environmental Inc. recommends having representative samples of homogeneous areas analyzed by Transmission Electron Microscopy (TEM) methods for those samples analyzed by PLM that result in asbestos minerals in amounts of greater than zero percent (0%) "none detected" and less than or equal to ten percent (10%). To confirm PLM results, TEM analytical methods should also be utilized for Homogeneous Areas that contain organic binders (e.g., flooring, roofing, adhesives, mastics, etc.) and were initially determined negative (none detected) by PLM methods for asbestos content.

We understand that the windows will be removed and replaced in the near future. As you are likely aware, any disturbance of asbestos-containing building materials (ACBM) or presumed ACBM during interior maintenance, renovation or demolition activities must be performed by qualified and IDPH licensed personnel and according IDPH, IEPA and OSHA regulations.

McKee Environmental, Inc. appreciates the opportunity to assist you in providing a safe and healthful work environment for our community. Should you have any questions, please contact the undersigned at your earliest convenience.

Respectfully,

McKEE ENVIRONMENTAL, INC.

Brad L. McKee

Brad L. McKee, CIH
President
Attachment

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Materials Characterization - Bulk Asbestos Analysis

Laboratory Analysis Report - Polarized Light

McKee Environmental, Inc.
430 Grimm Road
Congerville, IL 61729

Attn: Brad McKee
Customer Project: Tazewell County Courthouse, Window Re
Reference #: CAL24021449AS Date: 02/28/24

Analysis and Method

Summary of polarized light microscopy (PLM / Stereomicroscopy bulk asbestos analysis) using the methods described in 40CFR Part 763 Appendix E to Subpart E (Interim and EPA 600 / R-93 / 116 (Improved). The sample is first viewed with the aid of a stereomicroscope. Numerous liquid slide preparations are created for analysis under the polarized microscope where identifications and quantifications are preformed. Calibrated liquid refractive oils are used as liquid mouting medium. These oils are used for identification (dispersion staining). A calibrated visual estimation is reported, should any asbestiform mineral be present. Other techniques such as acid washing are used in conjugation with refractive oils for detection of smaller quantities of asbestos. All asbestos percentages are based on calibrated visual estimation traceable to NIST standards for regulated asbestos. Traceability to measurement and calibration is achieved by using known amounts and types of asbestos from standards where analyst and laboratory accuracy are measured. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 0.50% (well above the laboratory definition of trace).

Discussion

Vermiculite containing samples may contain trace amounts of actinolite/tremolite. When not detected by PLM, these samples should be analyzed using TEM methods and / or water separation techniques. Suspected actinolite/vermiculite presence will be indicated through the sample comment section of this report.

Fibrous talc containing samples may contain a regulated asbestos fiber known as anthophyllite. Under certain conditions the same fiber may actually contain both talc and anthophyllite (a phenomenon called intergrowth). Again, TEM detection methods are recommended. CA Labs PLM report comments will denote suspected amounts of asbestiform anthophyllite with talc, where further analysis is recommended.

Some samples (floor tiles, surfacings, etc.) may contain fibers too small to be detectable by PLM analysis and should be analyzed by TEM bulk protocols.

A "trace asbestos" will be reported if the analyst observes far less than 1% asbestos. CA Labs defines "trace asbestos" as a few fibers detected by the analyst in several preparations and will indicate as such under these circumstances.

Since allowable variation in quantification of samples close to 1% is high, <1% may be reported. Such results are ideal for point counting, and the technique is mandatory for friable samples (NESHAP, Nov. 1990 and clarification letter 8 May 1991) under 1% percent asbestos or "trace asbestos". **In order to make all initial PLM reports issued from CA Labs NESHAP compliant, all <1% asbestos results (except floor tiles) will be point counted at no additional charge.**

Qualifications

CA Labs is accredited by the National Voluntary Accreditation Program (NVLAP) for selected test methods for airborne fiber analysis (TEM), and for bulk asbestos fiber analysis (PLM). CA Labs is also accredited by AIHA LAP, LLC. in the PLM asbestos field of testing for Industrial Hygiene. All analysts have completed college courses or hold a degree in a natural science (geology, biology, or environmental science). Recognition by a state professional board in one these disciplines is preferred, but not required. Extensive in-house training programs are used to augment the educational background of the analyst. The Laboratory Director and Quality Manager have received supplemental McCrone Research training for asbestos identification. Analysis performed at Crisp Analytical Labs, LLC 1929 Old Denton Road Carrollton, TX 75006

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Overview of Project Sample Material Containing Asbestos

Customer Project: Tazewell County Courthouse, Window Replacement **CA Labs Project #:** CAL24021449AS

Laboratory Sample ID	Sample #	Layer #	Analysts Physical Description of Subsample	Asbestos type / calibrated visual estimate percent	List of Affected Building Material Types
15926	MMA2	*MMA2-1*	***Caulk**/ gray sealant with debris*	***2% Chrysotile***	***gray sealant with debris***

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235
AIHA LAP, LLC Laboratory #102929

Glossary of abbreviations (non-asbestos fibers and non-fibrous minerals):

ca - carbonate
gypsum - gypsum
bi - binder
or - organic
ma - matrix
mi - mica
ve - vermiculite
ot - other
pe - perlite
qu - quartz
fg - fiberglass
mw - mineral wool
wo - wollastinite
ta - talc
sy - synthetic
ce - cellulose
br - brucite
ka - kaolin (clay)
pa - palygorskite (clay)

This report relates to the items tested as received. This report is not to be used by the customer to claim product certification, approval or endorsement by NVLAP, NIST, AIHA LAP, LLC, or any other agency of the federal government. This report may not be reproduced except in full without written permission from CA Labs. These results are submitted pursuant to CA Labs' current terms and sale, condition of sale, including the company's standard warranty and limitations of liability provisions and no responsibility or liability is assumed for the manner in which the results are used or interpreted. Unless notified in writing to return the samples covered by this report, CA Labs will store the samples for a period of ninety (90) days before discarding. A shipping or handling fee may be assessed for the return of any samples.

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
McKee Environmental, Inc.
430 Grimm Road
Congerville, IL 61729

Attn: Brad McKee

Phone # 309-275-1900
Fax #

Customer Project:
Tazewell County Courthouse, Window Replacement

Turnaround Time:
5 Days

CA Labs Project #:
CAL24021449AS

Date: 2/28/2024
Samples Rec'd: 2/22/24 10:30AM
Date Of Sampling: 2/13/2024
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
15925	MMA1		*MMA 1-1*	***Caulk**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi
15926	MMA2		*MMA 2-1*	***Caulk**/ gray sealant with debris*	*n*	***2% Chrysotile***		98% qu,gy,bi,ot
15927	MMA3		*MMA 3-1*	***Caulk**/ gray sealant with debris*		*Positive Stop*		
15928	MMB1		*MMB 1-1*	***Caulk**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi
15929	MMB2		*MMB 2-1*	***Caulk**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi
15930	MMB3		*MMB 3-1*	***Caulk**/ gray sealant*	*y*	***None Detected***		100% qu,gy,bi
15931	MMC1		*MMC 1-1*	***Caulk**/ tan sealant*	*y*	***None Detected***		100% qu,gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

John Monaco
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

CA Labs
Dedicated to Quality

Crisp Analytical, L.L.C.
1929 Old Denton Road
Carrollton, TX 75006
Phone 972-242-2754
Fax 972-242-2798

CA Labs, L.L.C.
12232 Industriplex, Suite 32
Baton Rouge, LA 70809
Phone 225-751-5632
Fax 225-751-5634

Polarized Light Asbestiform Materials Characterization

Customer Info:
McKee Environmental, Inc.
430 Grimm Road
Congerville, IL 61729

Attn: Brad McKee

Phone # 309-275-1900
Fax #

Customer Project:
Tazewell County Courthouse, Window Replacement

Turnaround Time:
5 Days

CA Labs Project #:
CAL24021449AS

Date: 2/28/2024
Samples Rec'd: 2/22/24 10:30AM
Date Of Sampling: 2/13/2024
Purchase Order #:

Laboratory Sample ID	Sample #	Comment	Layer #	Analysts Physical Description of Subsample	Homogeneous (Y/N)	Asbestos type / calibrated visual estimate percent	Non-asbestos fiber type / percent	Non-fibrous type / percent
15932	MMC2		*MMC 2-1*	***Caulk**/ tan sealant*	*y*	***None Detected***		100% qu,gy,bi
15934	MMD1		*MMD 1-1*	***Caulk**/ brown sealant*	*y*	***None Detected***		100% qu,gy,bi
15935	MMD2		*MMD 2-1*	***Caulk**/ brown sealant*	*y*	***None Detected***		100% qu,gy,bi
15936	MMD3		*MMD 3-1*	***Caulk**/ brown sealant*	*y*	***None Detected***		100% qu,gy,bi

Dallas NVLAP Lab Code 200349-0 TEM/PLM TDSHS 30-0235

AIHA LAP, LLC Laboratory #102929

Analysis Method: Interim (40CFR Part 763 Appendix E to Subpart E) / Improved (EPA-600 / R-93/116). *All samples received in good condition unless noted.*
Preparation Method: HCL acid washing for carbonate based samples, chemical reduction for organically bound components, oil immersion for identification of asbestos types by dispersion attaining / becke line method.

ca - carbonate	mi - mica	fg - fiberglass	ce - cellulose
gy - gypsum	ve - vermiculite	mw - mineral wool	br - brucite
bi - binder	ot - other	wo - wollastonite	ka - kaolin (clay)
or - organic	pe - perlite	ta - talc	pa - palygorskite (clay)
ma - matrix	qu - quartz	sy - synthetic	

Approved Signatories:

John Monaco
Analyst

Technical Manager
Tanner Rasmussen

Senior Analyst
Julio Robles

1. Fire Damage significant fiber damage - reported percentages reflect unaltered fibers
2. Fire Damage no significant fiber damages effecting fibrous percentages
3. Actinolite in association with Vermiculite
4. Layer not analyzed - attached to previous positive layer and contamination is suspected
5. Not enough sample to analyze
6. Anthophyllite in association with Fibrous Talc
7. Contamination suspected from other building materials
8. Favorable scenario for water separation on vermiculite for possible analysis by another method
9. < 1% Result point counted positive
10. TEM analysis suggested

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

BRAD L MCKEE
430 GRIMM ROAD
CONGERVILLE, IL 61729

3/3/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 01758

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 01758	**3/3/2023**	05/15/2024

BRAD L MCKEE
430 GRIMM ROAD
CONGERVILLE, IL 61729
Environmental Health



Back of License

ENDORSEMENTS	TC EXPIRES
INSPECTOR	2/1/2024
PROJECT DESIGNER	2/2/2024
MANAGEMENT PLANNER	2/1/2024
PROJECT MANAGER	8/27/2023
AIR SAMPLING PROFESSIONAL	

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois Department of Public Health
This license is valid only when accompanied by a valid training course certificate.

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-
EMAIL Address: dph.asbestos@illinois.gov

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 01758	**3/3/2023**	05/15/2024

BRAD L MCKEE
430 GRIMM ROAD
CONGERVILLE, IL 61729
Environmental Health



PROTECTING HEALTH, IMPROV
Nationally Accredited by PHAB

The Board for Global EHS Credentialing® (BGC®)

through its vested authority hereby confirms that

Brad McKee

has met all applicable requirements such as education, experience, examination, and on-going maintenance, set forth through the BGC's American Board of Industrial Hygiene® (ABIH®) credentialing division for certification in Comprehensive Industrial Hygiene Practice and is thereby conferred the credential of

Certified Industrial Hygienist® (CIH®)

The aforenamed individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of this credential, provided that it is neither suspended nor revoked and is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.

Board for Global EHS Credentialing® CIH®

Certification Number:	CIH-CP 7664
Award Date:	June 19, 1998
Expiration Date:	December 01, 2028

Subena Colligan

Subena Colligan, CIH, CSP
Chair of the Board of Directors

Leslie Long

Leslie Long, Interim CEO

Scan QR code or visit GoBGC.org/Verify for information.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to decline an adjustment to the tax year 2026 payable in 2027 for the County of Tazewell as authorized under Public Act 102-519 (35 ILCS 200/18-233) for the purpose of recouping funds lost due to refunds of a portion of property tax revenue distributed to the County of Tazewell in tax year 2025 payable in 2026 resulting in underfunded collections and to decline the calculated revenue recapture amount obtained from said authorized levy increase; and

WHEREAS, Public Act 102-519 requires that a taxing district levy shall be increased by a prior year adjustment whenever an assessment decreases due to the issuance of a certificate of error, a court order issued pursuant to an assessment valuation complaint under Section 23-15 of the Property Tax Code, or a final administrative decision of the Property Tax Appeal Board results in a refund from the taxing district of a portion of the property tax revenue distributed to the taxing district; and

WHEREAS, certificates of error, court orders issued pursuant to an assessment valuation complaint under Section 23-15 of the Property Tax Code, or a final administrative decision of the Property Tax Appeal Board have resulted in refunds of a portion of property tax revenue distributed to Tazewell County in an amount determined by the Tazewell County Treasurer and County Collector; and

WHEREAS, the County of Tazewell desires to abate the funds that have been lost by these refunds.

THERFORE BE IT RESOLVED that the County Board approves this recommendation to decline the revenue recapture amount.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, County Auditor, County Treasurer and County Collector, Supervisor of Assessments, Finance Office, and County Clerk of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Clerk's Office
(309) 477-2264

Tazewell County Clerk / Recorder
John C. Ackerman
11 South Fourth St., Rm. 203
Pekin, Illinois 61554 – 4298

Election Division
(309) 477-2267

TO: LOCAL TAXING DISTRICT OFFICIAL

TAXING DISTRICT TAZEWELL COUNTY

FROM: JOHN C. ACKERMAN, TAZEWELL COUNTY CLERK/RECORDER

DATE: NOVEMBER 5, 2026

RE: 2026 REVENUE RECAPTURE

INDICATE WHICH OPTION THE DISTRICT WOULD LIKE TO RECEIVE.

IF YOUR DISTRICT DOES NOT HAVE BONDS, YOU HAVE THE OPTION TO ACCEPT OR DECLINE THE REVENUE RECAPTURE AMOUNT. IF YOU CHOOSE TO DECLINE, PLEASE SELECT THE DECLINE REVENUE RECAPTURE OPTION.

SELECT ONE OPTION:

_____ REVENUE RECAPTURE AMOUNT: $58,199.13

_____ BOND 1% INCREASE AMOUNT: _____

__X__ DECLINE REVENUE RECAPTURE AMOUNT

PLEASE SIGN AND RETURN BY TUESDAY, DECEMBER 29, 2026.

Signature

11/5/2026
Date

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the maximum amount of funds an employee may contribute to a Flexible Spending Account for Healthcare and Dependent Care for calendar year 2027 in accordance with IRS guidelines; and

WHEREAS, the IRS guidelines on Healthcare and Dependent Care FSA maximum contributions are updated annually; and

WHEREAS, the amount for Healthcare FSA limit will be increased from $3,400.00 to $3,500.00 in 2027; and

WHEREAS, the Dependent Care FSA limit will remain unchanged at $7,500.00 for calendar year 2027.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Human Resources, Payroll Department, and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

COMMITTEE REPORT

HR-26-17

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the annual salary for the County's full-time Chief Public Defender; and

WHEREAS, 55 ILCS 5/3-4007 requires that counties employing a full-time Public Defender set the annual compensation of said full-time Public Defender in an amount at least 90% of the annual compensation set for the County's State's Attorney; and

WHEREAS, the State shall reimburse 66 2/3% of the total annual salary paid to the Public Defender via monthly payments made from the Illinois Department of Revenue to the County in which the Public Defender is elected or appointed; and

WHEREAS, Tazewell County employs a full-time Public Defender; and

WHEREAS, the State granted a cost-of-living increase to the compensation of the County's State's Attorney effective July 01, 2026.

THEREFORE BE IT RESOLVED, effective July 01, 2026, the annual compensation of the County's full-time Public Defender position shall be set at $205,486.17, an amount 90% of the annual compensation set for the County's State's Attorney as of July 01, 2026.

BE IT FURTHER RESOLVED, that the County Clerk notify the County Board Office, Public Defender, Payroll, Finance, and the Human Resources Department of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Notice of Annual Salary Reimbursement COLA
for State's Attorneys, Public Defenders, and Sheriffs

STATE OF Illinois DEPARTMENT OF REVENUE

June 23, 2026

TAZEWELL COUNTY TREASURER
MCKENZIE BLDG FL 2
PEKIN IL 61555

01/01

Letter ID: L1525522456
Fiscal Year: 2027
Effective Date: 7/1/2026

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2027 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary. Reimbursement amounts are shown on the following page.

Base Salary	4.1% COLA	Salary
$219,325.62	$8,992.35	$228,317.97

A summary of the reimbursable amount can be found on the following page. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts on the following page may be less than the actual salary paid as provided above.

Note: Public defender and sheriff salary reimbursement information can also be found on the following page.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

CONTINUED ON NEXT PAGE

Notice of Annual Salary Reimbursement COLA

for State's Attorneys, Public Defenders, and Sheriffs

STATE OF Illinois DEPARTMENT OF REVENUE

June 23, 2026

TAZEWELL COUNTY TREASURER
MCKENZIE BLDG FL 2
PEKIN IL 61555

Letter ID: L1525522456
Fiscal Year: 2027
Effective Date: 7/1/2026

State's Attorney Salary Reimbursement

		Total Reimbursement	Monthly Reimbursement
1.	State's Attorney Salary:	$206,486.97	$17,207.25
2.	ASA - Mental Health Institution:	$0.00	$0.00
3.	ASA - Higher Education Facility:	$7,200.00	$600.00
	Total	**$213,686.97**	**$17,807.25**

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be $205,486.17. Your new monthly public defender's reimbursement amount will be $11,414.76. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Sheriff Salary Reimbursement

Per Illinois State Statute (55 ILCS 5/3-6007.5), you are required to maintain a salary of at least 80% of the county's state's attorney annual salary for the sheriff. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filed with us for the sheriff's salary increase, along with the authorizing documentation as outlined on the form.

COMMITTEE REPORT

HR-26-18

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the annual salary for the Tazewell County Sheriff; and

WHEREAS, 55 ILCS 5/3-6007.5 requires that counties employing a full-time Sheriff set the annual compensation of said full-time Sheriff in an amount at least 80% of the annual compensation set for the County's State's Attorney; and

WHEREAS, the State shall reimburse 66 2/3% of the total annual salary paid to the Sheriff via monthly payments made from the Illinois Department of Revenue to the County in which the Sheriff is elected or appointed; and

WHEREAS, the County of Tazewell employs a full-time Sheriff; and

WHEREAS, the State granted a cost-of-living increase to the compensation of the County's State's Attorney effective July 01, 2026; and

WHEREAS, receipt of any stipend from the State of Illinois under 55 ILCS 5/4-6003, currently $6,500.00, will not be included in the calculations of salary paid from Tazewell County.

THEREFORE BE IT RESOLVED, effective July 01, 2026, the annual compensation of the County's full-time Sheriff position shall be set at $182,654.38, an amount 80% of the annual compensation set for the County's State's Attorney as of July 01, 2026.

BE IT FURTHER RESOLVED, that the County Clerk notify the County Board Office, Sheriff, Payroll, Finance and the Human Resources Department of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

Notice of Annual Salary Reimbursement COLA
for State's Attorneys, Public Defenders, and Sheriffs

STATE OF Illinois DEPARTMENT OF REVENUE

June 23, 2026

TAZEWELL COUNTY TREASURER
MCKENZIE BLDG FL 2
PEKIN IL 61555

01/01

Letter ID: L1525522456
Fiscal Year: 2027
Effective Date: 7/1/2026

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2027 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary. Reimbursement amounts are shown on the following page.

Base Salary	4.1% COLA	Salary
$219,325.62	$8,992.35	$228,317.97

A summary of the reimbursable amount can be found on the following page. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts on the following page may be less than the actual salary paid as provided above.

Note: Public defender and sheriff salary reimbursement information can also be found on the following page.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

CONTINUED ON NEXT PAGE

Notice of Annual Salary Reimbursement COLA

for State's Attorneys, Public Defenders, and Sheriffs

STATE OF Illinois DEPARTMENT OF REVENUE

June 23, 2026

TAZEWELL COUNTY TREASURER
MCKENZIE BLDG FL 2
PEKIN IL 61555

Letter ID: L1525522456
Fiscal Year: 2027
Effective Date: 7/1/2026

State's Attorney Salary Reimbursement

		Total Reimbursement	Monthly Reimbursement
1.	State's Attorney Salary:	$206,486.97	$17,207.25
2.	ASA - Mental Health Institution:	$0.00	$0.00
3.	ASA - Higher Education Facility:	$7,200.00	$600.00
	Total	**$213,686.97**	**$17,807.25**

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be $205,486.17. Your new monthly public defender's reimbursement amount will be $11,414.76. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Sheriff Salary Reimbursement

Per Illinois State Statute (55 ILCS 5/3-6007.5), you are required to maintain a salary of at least 80% of the county's state's attorney annual salary for the sheriff. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filed with us for the sheriff's salary increase, along with the authorizing documentation as outlined on the form.

COMMITTEE REPORT

HR-26-19

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

R E S O L U T I O N

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a revision to the Employees Personnel Policies Handbook 2026 portion; and

WHEREAS, Section 7.1 (b) and (c), Salary Administration, Promotion, Transfer, and Demotion will be amended as follows:

b. Employees transferred to a new position in the same pay grade will receive the same rate of pay as the former position.

   Employees voluntarily transferred to a new position in a lower grade will receive a 7% decrease in their rate of pay or ~~the maximum rate of pay within the pay scale for the new position~~ **the new grade minimum**, whichever is greater.

c. Demotions due to poor performance are considered involuntary. An employee who is not performing to the standards of their position may be demoted by their immediate supervisor with approval from the County Administrator.

   Employees demoted to a lower pay grade within twelve (12) months after accepting a position, the employee will return to their previous salary provided such pay is within the pay scale for the new position.

   If the employee is demoted after accepting a position that they have occupied for twelve (12) months or more, the employee will receive a **7%** reduction in their rate of pay for a one grade demotion and a **14%** reduction for a two-grade demotion or ~~the maximum rate of pay within the pay scale for the new position~~ **the new grade minimum**, whichever is the greater. ~~reduction~~ ~~in pay~~.

THEREFORE BE IT RESOLVED the County Board approves recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Human Resources, all Department Heads and Elected Officials and the Payroll Division of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

_____	_____
Tazewell County Clerk	Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

> "The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

WHERES, the State's Attorney's Office has reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

County Board

Date	Reason for Closed Session	Action
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed
04/24/19	Pending Litigation	Closed
05/31/23	Pending Litigation	Closed
6/26/24	Litigation	Closed
8/28/24	Litigation	Closed
2/26/25	Collective Bargaining	Closed
3/26/25	Litigation	Closed
5/28/25	Land Acquisition	Closed
2/25/26	Meetings Between Internal and External Auditors and the County Board	Closed

Executive/Risk Management Committee

Date	Reason for Closed Session	Action
08/1/02	Pending Litigation	Closed
01/23/03	Pending Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed
08/18/04	Pending Litigation	Closed
10/9/06	Pending Litigation	Closed
01/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/30/08	Pending Litigation	Closed
09/24/08	Pending Litigation	Closed

10/22/08	Pending Litigation	Closed
04/22/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
08/31/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
01/23/13	Pending Litigation	Closed
05/22/13at 4:04 p.m.	Pending Litigation	Closed
09/18/13	Pending Litigation	Closed
10/23/13	Pending Litigation	Closed
10/23/13	Personnel	Closed
11/20/13	Personnel	Closed
02/19/14	Pending Litigation	Closed
04/30/14 at 7:04 p.m.	Pending Litigation	Closed
05/21/14	Pending Litigation	Closed
06/18/14	Pending Litigation	Closed
08/20/14	Pending Litigation	Closed
09/17/14	Pending Litigation	Closed
10/22/14	Pending Litigation	Closed
11/12/14 at 4:03 p.m.	Pending Litigation	Closed
06/17/15	Pending Litigation	Closed
07/22/15	Pending Litigation	Closed
08/19/15	Pending Litigation	Closed
10/21/15	Pending Litigation	Closed
01/20/16	Pending Litigation	Closed
03/23/16	Pending Litigation	Closed
04/20/16	Pending Litigation	Closed
05/25/16	Pending Litigation	Closed
06/29/16	Pending Litigation	Closed
08/24/16 at 4:01 p.m.	Pending Litigation	Closed
09/21/16	Pending Litigation	Closed
10/29/16	Pending Litigation	Closed
01/18/17 at 4:01 p.m.	Pending Litigation	Closed
01/18/17 at 4:15 p.m.	Pending Litigation	Closed
04/19/17	Pending Litigation	Closed
06/21/17	Pending Litigation	Closed
10/18/17	Pending Litigation	Closed
11/8/17	Pending Litigation	Closed
01/24/18	Pending Litigation	Closed
03/28/18	Pending Litigation	Closed
04/18/18	Pending Litigation	Closed
05/2318	Pending Litigation	Closed
06/20/18	Pending Litigation	Closed
07/18/18 at 4:04 p.m.	Pending Litigation	Closed
07/18/18 at 4:47 p.m.	Personnel	Closed
08/22/18 at 4:00 p.m.	Pending Litigation	Closed
08/22/18 at 4:45 p.m.	Pending Litigation	Closed
09/19/18 at 4:00 p.m.	Pending Litigation	Closed
09/19/18 at 5:20	Personnel	Closed
10/24/18	Pending Litigation	Closed
01/23/19	Pending Litigation	Closed
03/20/19	Pending Litigation	Closed
05/22/19	Pending Litigation	Closed
07/24/19	Pending Litigation	Closed
07/31/19	Pending Litigation	Closed

10/23/19	Pending Litigation	Closed
11/14/19	Pending Litigation	Closed
01/22/20	Pending Litigation	Closed
05/20/20	Pending Litigation	Closed
01/20/21	Pending Litigation	Closed
03/24/21 at 4:01p.m.	Pending Litigation	Closed
03/24/21 at 4:37 p.m.	Land Acquisition/Leasing	Closed
05/19/21	Pending Litigation	Closed
06/23/21	Pending Litigation	Closed
07/21/21	Personnel	Closed
08/18/21	Pending Litigation	Closed
09/22/21	Land Acquisition/Leasing	Closed
02/16/22	Pending Litigation	Closed
04/20/22	Pending Litigation	Closed
05/18/22	Pending Litigation	Closed
05/25/22	Pending Litigation	Closed
07/20/22	Pending Litigation	Closed
09/21/22	Pending Litigation	Closed
09/28/22	Collective Bargaining/Salary Schedules	Closed
11/09/22	Pending Litigation	Closed
11/26/22	Pending Litigation	Closed
01/25/23	Land Acquisition/Leasing	Closed
02/15/23	Pending Litigation	Closed
03/22/23	Pending Litigation	Closed
04/19/23	Land Acquisition/Leasing	Closed
05/24/23	Land Acquisition/Leasing	Closed
05/24/23	Pending Litigation	Closed
05/31/23	Land Acquisition/Leasing	Closed
06/21/23	Land Acquisition/Leasing	Closed
06/21/23	Pending Litigation	Closed
06/28/23	Land Acquisition/Leasing	Closed
07/19/23	Pending Litigation	Closed
08/23/23	Probable Litigation	Closed
12/21/23	Security Procedures	Closed
02/21/24	Pending Litigation	Closed
6/19/24	Probable Litigation	Closed
6/19/24	Personnel Matters	Closed
6/19/24	Security Procedures	Closed
7/24/24	Personnel	Closed
7/31/24	Personnel	Closed
10/23/24	Pending Litigation	Closed
1/22/25	Pending Litigation	Closed
2/19/25	Pending Litigation	Closed
3/19/25	Pending Litigation	Closed
6/18/25	Pending Litigation	Closed
7/30/25	Personnel	Closed
8/20/25	Pending Litigation	Closed
10/22/25	Pending Litigation	Closed
11/12/25	Pending Litigation	Closed
1/21/26	Pending Litigation	Closed
1/28/26	Pending Litigation	Closed
2/18/26	Meetings Between Internal and External Auditors and the County Board	Closed
6/24/26	Pending Litigation	Closed
7/22/26	Pending Litigation	Closed
8/19/26	Pending Litigation	Closed

Human Resources/Finance and Budget Committee

Date	Reason for Closed Session	Action
09/16/03	Collective Bargaining/Salary Schedules	Closed
09/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
01/18/11	Collective Bargaining/Salary Schedules	Closed
02/23/11	Collective Bargaining/Salary Schedules	Closed
04/19/11	Collective Bargaining/Salary Schedules	Closed
05/17/11	Collective Bargaining/Salary Schedules	Closed
09/20/11	Personnel	Closed
11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed
01/22/13	Collective Bargaining/Salary Schedules	Closed
02/19/13 at 4:22 p.m.	Collective Bargaining/Salary Schedules	Closed
02/27/13	Collective Bargaining/Salary Schedules	Closed
05/21/13	Collective Bargaining/Salary Schedules	Closed
10/22/13	Collective Bargaining/Salary Schedules	Closed
04/30/14 at 6:23 p.m.	Collective Bargaining/Salary Schedules	Closed
05/20/14	Collective Bargaining/Salary Schedules	Closed
06/17/14 at 5:36 p.m.	Personnel	Closed
06/17/14 at 6:06 p.m.	Collective Bargaining/Salary Schedules	Closed
07/22/14	Pending Litigation	Closed
09/16/14	Collective Bargaining/Salary Schedules	Closed
10/21/14	Collective Bargaining/Salary Schedules	Closed

11/10/14	Collective Bargaining/Salary Schedules	Closed
11/19/14	Collective Bargaining/Salary Schedules	Closed
12/10/14	Collective Bargaining/Salary Schedules	Closed
03/17/15	Collective Bargaining/Salary Schedules	Closed
03/25/15	Collective Bargaining/Salary Schedules	Closed
04/29/15	Collective Bargaining/Salary Schedules	Closed
07/21/15 at 4:45	Collective Bargaining/Salary Schedules	Closed
09/22/15	Collective Bargaining/Salary Schedules	Closed
09/30/15 at 6:34 p.m.	Collective Bargaining/Salary Schedules	Closed
10/20/15 at 3:44 p.m.	Collective Bargaining/Salary Schedules	Closed
11/09/15	Collective Bargaining/Salary Schedules	Closed
01/19/16	Collective Bargaining/Salary Schedules	Closed
08/23/16	Collective Bargaining/Salary Schedules	Closed
11/7/16 at 3:47 p.m.	Personnel	Closed
11/7/16 at 4:07 p.m.	Collective Bargaining/Salary Schedules	Closed
06/20/17	Collective Bargaining/Salary Schedules	Closed
09/27/17	Collective Bargaining/Salary Schedules	Closed
10/25/17	Collective Bargaining/Salary Schedules	Closed
01/23/18	Collective Bargaining/Salary Schedules	Closed
11/06/18	Collective Bargaining/Salary Schedules	Closed
01/22/19	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:50	Collective Bargaining/Salary Schedules	Closed
03/19/19 at 3:54	Collective Bargaining/Salary Schedules	Closed
05/21/19	Collective Bargaining/Salary Schedules	Closed
06/18/19	Collective Bargaining/Salary Schedules	Closed
11/13/19 at 4:24	Pending Litigation	Closed
11/13/19 at 4:41	Collective Bargaining/Salary Schedules	Closed
08/18/20	Collective Bargaining/Salary Schedules	Closed
09/22/20	Collective Bargaining/Salary Schedules	Closed
11/09/20	Collective Bargaining/Salary Schedules	Closed
03/22/22	Collective Bargaining/Salary Schedules	Closed
03/30/22	Collective Bargaining/Salary Schedules	Closed
07/19/22	Collective Bargaining/Salary Schedules	Closed
08/23/22	Collective Bargaining/Salary Schedules	Closed
09/20/22	Collective Bargaining/Salary Schedules	Closed
10/18/22	Collective Bargaining/Salary Schedules	Closed
11/08/22	Collective Bargaining/Salary Schedules	Closed
04/18/23	Collective Bargaining/Salary Schedules	Closed
05/23/23	Collective Bargaining/Salary Schedules	Closed
06/20/23	Collective Bargaining/Salary Schedules	Closed
07/18/23	Collective Bargaining/Salary Schedules	Closed
08/22/23	Collective Bargaining/Salary Schedules	Closed
09/19/23	Collective Bargaining/Salary Schedules	Closed
10/17/23	Collective Bargaining/Salary Schedules	Closed
01/23/24	Collective Bargaining/Salary Schedules	Closed
04/16/24	Collective Bargaining/Salary Schedules	Closed
06/18/24	Collective Bargaining/Salary Schedules	Closed
8/20/24	Collective Bargaining/Salary Schedules	Closed
9/17/24	Collective Bargaining/Salary Schedules	Closed
9/25/24	Collective Bargaining/Salary Schedules	Closed
10/22/24	Collective Bargaining/Salary Schedules	Closed
11/12/24	Collective Bargaining/Salary Schedules	Closed
1/21/25	Collective Bargaining/Salary Schedules	Closed
2/18/25	Collective Bargaining/Salary Schedules	Closed
3/18/25	Collective Bargaining/Salary Schedules	Closed
3/26/25	Collective Bargaining/Salary Schedules	Closed

4/22/25	Collective Bargaining/Salary Schedules	Closed
5/20/25	Collective Bargaining/Salary Schedules	Closed
5/28/25	Collective Bargaining/Salary Schedules	Closed
6/17/25	Collective Bargaining/Salary Schedules	Closed
6/17/25	Meeting Between Internal/External Auditors, Finance Committees, and Their Equivalents Regarding Internal Control	Closed
6/25/25	Collective Bargaining/Salary Schedules	Closed
5/19/26	Collective Bargaining/Salary Schedules	Closed
6/24/26	Probable Litigation	Closed
7/21/26	Meeting Between Internal/External Auditors, Finance Committees, and Their Equivalent Regarding Internal Control	Closed
8/18/26	Collective Bargaining/Salary Schedules	Closed
9/22/26	Collective Bargaining/Salary Schedules	Closed
10/20/26	Meeting Between Internal/External Auditors and the County Board	Closed
10/20/26	Collective Bargaining/Salary Schedules	Closed

Property Committee

Date	Reason for Closed Session	Action
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Personnel	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
5/21/13	Land Acquisition	Closed
6/18/13	Land Acquisition	Closed
8/20/13	Land Acquisition	Closed
9/10/13	Land Acquisition	Closed
10/22/13	Land Acquisition	Closed
06/17/14	Pending Litigation	Closed
07/22/14	Pending Litigation	Closed
07/30/14	Pending Litigation	Closed
12/10/14	Land Acquisition	Closed
09/08/21	Land Acquisition	Closed
09/29/21	Land Acquisition	Closed
11/09/21	Land Acquisition	Closed
01/18/22	Security Procedures	Closed

02/15/22	Land Acquisition	Closed
03/22/22	Land Acquisition	Closed
03/30/22	Land Acquisition	Closed
04/19/22	Land Acquisition	Closed
05/17/22	Land Acquisition	Closed
2/20/24	Land Acquisition	Closed
04/16/24	Land Acquisition	Closed
8/20/24	Land Acquisition	Closed
8/28/24	Land Acquisition	Closed
10/22/24	Setting of a Price for Sale or Lease	Closed
6/17/25	Land Acquisition	Closed
6/25/25	Land Acquisition	Closed

Health Services Committee

Date	Reason for Closed Session	Action
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed
06/12/14	Personnel	Closed
08/09/18	Pending Litigation	Closed
08/12/21	Land Acquisition/Leasing	Closed

Insurance Review Committee

Date	Reason for Closed Session	Action
3/18/02	Personnel	Closed
6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/8/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
2/14/13	Risk Management	Closed
10/12/17	Risk Management	Closed
10/2/23	Personnel	Closed

Ad Hoc Rules Subcommittee

Date	Reason for Closed Session	Action
04/14/23	Probable or Imminent Litigation	Closed

Ad Hoc Tax Subcommittee

Date	Reason for Closed Session	Action
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed

Collective Bargaining/Grievance Committee

Date	Reason for Closed Session	Action
4/10/13 at 11:00 a.m.	Personnel	Closed
4/10/13 at 1:01 p.m.	Personnel	Closed
5/2/13 at 1:36 p.m.	Personnel	Closed

5/2/13 at 2:12 p.m.	Personnel	Closed
10/1/13	Personnel	Closed
12/17/13 at 9:02 a.m.	Personnel	Closed
12/17/13 at 9:21 a.m.	Personnel	Closed
06/16/14	Personnel	Closed
06/26/14	Personnel	Closed
07/22/14	Personnel	Closed
09/23/14	Personnel	Closed
06/08/16	Personnel	Closed
05/11/18	Personnel	Closed
01/06/20	Personnel	Closed
3/19/25	Evidence or Testimony	Closed

Hay Group Sub-Committee

Date	Reason for Closed Session	Action
10/24/14	Collective Bargaining/Salary Schedules	Closed

Transportation Committee

Date	Reason for Closed Session	Action
11/12/19 at 9:03 a.m.	Collective Bargaining/Salary Schedules	Closed

Ad Hoc ARPA Committee

Date	Reason for Closed Session	Action
08/19/21	Land Acquisition	Closed

Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney's Office regarding the six month review of closed session minutes and recordings.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation;

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 18th DAY OF November, 2026.

ATTEST:

COUNTY CLERK

BOARD CHAIRMAN

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the Bond Amount for the Regional Superintendent of Schools as required by the State of Illinois; and

WHEREAS, the Tazewell County Board sets the amount of the Bond for the Regional Superintendent of Schools as $100,000; and

WHEREAS, the requirements outlined by the Secretary of State Qualifications of County Officers will be followed by the County Clerk's office; and

WHEREAS, the Bond set by the County Board will be in effect for the Regional Superintendent of Schools elected in the 2026 General Election and shall remain in effect for future elected/appointed Regional Superintendent of Schools until rescinded by the Tazewell County Board.

THEREFORE, BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Regional Superintendent of Schools and the Auditor of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Illinois

DRAFT - TO BE UPDATED

Western Surety Company

GENERAL OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS: Bond No. 67540974

That we, Jeffrey Shane Ekena, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto the people of the State of Illinois, in the penal sum of One Hundred Thousand and 00/100 DOLLARS ($100,000.00), current money of the United States, for the payment of which, well and truly to be made, we do bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Signed and sealed this 30th day of June, 2025.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal has been duly Appointed, Regional Superintendent in and for the County of Tazewell in the County of Tazewell.

NOW, THEREFORE, If the said Principal shall justly and fairly account for and pay over all moneys that may come into his hands, by virtue of his said office, and shall well and truly perform all and every act and duty enjoined upon him by the laws of this State, to the best of his skill and ability, then this obligation to be void, otherwise to remain in full force and virtue.

Effective Date: July 1st, 2025

Expiration Date: July 1st, 2027

Signed, Sealed and Delivered in Presence of

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Laura Varichak

LAURA L VARICHAK
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 804907
My Commission Expires September 11, 2027

Principal

WESTERN SURETY COMPANY

By Larry Kasten

Larry Kasten, Vice President

Form 831-B-5-2024

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

OATH OF OFFICE

State of Illinois
County of Tazewell } ss

I do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of Regional Superintendent in and for the Mason-Tazewell-Woodford in said County, according to the best of my ability.

Principal

Taken and subscribed before me this 18 day of July, 2025.

My commission expires
September 11, 2027

Laura Varichak

ACKNOWLEDGMENT OF PRINCIPAL

LAURA L VARICHAK
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 804907
My Commission Expires September 11, 2027

State of Illinois
County of Tazewell } ss

I, Laura Varichak, hereby certify that Jeffrey Shane Ekena, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as Principal, appeared before me this day and personally acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the use and purposes therein set forth.

Given under my hand and seal this 18 day of July, 2025.

My commission expires
September 11, 2027

Laura Varichak

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

LAURA L VARICHAK
OFFICIAL SEAL
Notary Public - State of Illinois
Commission No. 804907
My Commission Expires September 11, 2027

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss

On this 30th day of June, 2025, before me, a notary public, personally appeared Larry Kasten, Vice President, and who was first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

J. GORDON
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

J. Gordon
Notary Public, Minnehaha County, South Dakota

My Commission Expires: May 27, 2029

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Regional Superintendent County of Tazewell

bond with bond number 67540974

for Jeffrey Shane Ekena
as Principal in the penalty amount not to exceed: $ 100,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 30th day of June, 2025.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 30th day of June, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires February 12, 2027

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701

E-26-82

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Frank Sciortino of 1006 Kennedy Drive, Pekin, IL 61554 to the Pekin Main Street for a term commencing December 01, 2026 and expiring November 30, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Frank Sciortino to the Pekin Main Street and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Frank Sciortino to the Pekin Main Street.

The County Clerk shall notify the County Board Office and the County Board Office will notify Director of Pekin Main Street of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-26-83

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Deene Milam of 1116 Hawthorne Avenue, Pekin, IL to the Central Illinois Agency on Aging for a term commencing December 1, 2026 and expiring November 30, 2029.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Deene Milam to the Central Illinois Agency on Aging and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Deene Milam to the Central Illinois Agency on Aging.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Central Illinois Agency on Aging at 700 Hamilton Boulevard, Peoria, IL 61603 of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-26-84

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Tony Rendleman, of the Pekin Fire Department to the Emergency Telephone Systems Board for a term commencing December 01, 2026 and expiring November 30, 2030.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Tony Rendleman to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Tony Rendleman to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint David Catton, of the East Peoria Police Department, 201 W. Washington, East Peoria, IL to the Emergency Telephone Systems Board for a term commencing December 1, 2026 and expiring November 30, 2030.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of David Catton to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of David Catton to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-26-86

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Bobby Zimmerman of the East Peoria Fire Department to the Emergency Telephone Systems Board for a term commencing December 01, 2026 and expiring November 30, 2030.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Bobby Zimmerman to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Bobby Zimmerman to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 18th DAY OF NOVEMBER, 2026.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, Brett Grimm, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Valerie Fehr, 11884 Wagonseller Road, Pekin, IL to the Zoning Board of Appeals for a term commencing December 01, 2026 and expiring November 30, 2031.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Valerie Fehr to the Zoning Board of Appeals and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Valerie Fehr to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 18th DAY of NOVEMBER, 2026.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman