

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting

SUBJECT:	SUBMITTED BY:
12/3/2024	
Fire Station #3 Window Repair	Enza Petrarca Village Attorney

SYNOPSIS

A resolution has been prepared authorizing execution of a contract for window repairs and improvements at Fire Station #103 with F.H. Paschen in the amount of \$60,452.70. This amount includes a 10% contingency above the contract amount of \$54,957.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2024-2026 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY24 Capital Projects Fund includes the funding for this project.

RECOMMENDATION

Approval on the December 3, 2024 consent agenda.

BACKGROUND

Fire Station #103, located at 3900 Highland Avenue, has a large window next to the apparatus bays facing northeast. The window cracked in 2022 and the single pane of glass was replaced with two panes of tempered glass placed side-by-side. The picture below indicates the location of the window.



Earlier this year, a gap was observed in the vertical seam where the panes of glass meet. A structural engineer was engaged to review to condition of the window and make recommendations. Based on those recommendations, staff requested a proposal from F.H. Paschen to complete the following repairs and improvements:

- Remove bushes, concrete pad, posts and beams below window
- Auger and pour three 12” concrete post footings to a depth of at least 42”
- Install new posts, beams and framing
- Remove glass, installed channels and jambs and replace existing glass

The Village has successfully contracted with FH Paschen to perform similar design-build facility improvements and repairs in the past. The work will be awarded through job order contracting (JOC), Job which is a delivery method that enables completion of a wide variety of projects quickly and cost-efficiently through a single multi-year, competitively bid contract.

ATTACHMENTS

Resolution
Agreement
Contract Documents

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND F.H. PASCHEN, S.N. NIELSON & ASSOCIATES, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and F.H. Paschen, S.N. Nielson & Associates, LLC (the "Contractor"), for redesign and construction services for Downers Grove Fire Station #3, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved, in the amount of \$54,957.00 plus a 10% contingency in the amount of \$5,495.70 for a total not to exceed amount of \$60,452.70.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest:

Village Clerk

AGREEMENT

This Agreement is made this 20th day of November, 2024 by and between F.H. Paschen, S.N. Nielsen & Associates LLC ("Contractor") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 850 Curtiss St., Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide certain services relative to the redesign and construction of Downers Grove Fire Station #3, as identified further in the proposal dated November 14, 2024 ("Quote"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Contractor is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

The scope of work shall be as indicated in the Quote attached hereto and incorporated herein as Exhibit B and conforming to the below terms and conditions.

II. Term of Agreement

The term of this Agreement shall begin on the date of execution and terminate upon completion of the services. This Contract may be extended by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds.

III. Compensation

A. Basic Fees:

Fees for these services shall not exceed Fifty-Four Thousand, Nine Hundred and Fifty Seven Dollars (\$54,957.00.). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. Contractor Invoices:

The Contractor shall prepare monthly invoices that contain a reference number, the billing period, the items purchased and costs therefor.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS

505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

All invoices shall be sent to the attention of Dann Fitzpatrick, Downers Grove Civic Center, 850 Curtiss St., Downers Grove, IL 60515, and e-mail dfitzpatrick@downers.us.

D. W-9

Contractor agrees to provide to Village a completed Vendor W-9 Request Form issued by the Village, or the IRS Form W-9.

IV. General Terms and Conditions

A. Relationship Between the Contractor and the Village

The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

C. Sexual Harassment

Contractor, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Contractor or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Contractor, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace. (2) Specifying the 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: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. 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 of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. 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.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Non-Discrimination

Contractor and its employees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of

the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Contractor shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor. Contractor shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Guarantee/Warranty

Services performed by Contractor under this Agreement will be conducted in a manner

consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

The Contractor shall provide a guarantee in writing covering a minimum period of two (2) years after approval and acceptance of the Work. The Guarantee shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. Contractor shall assign any manufacturer's warranties to the Village.

K. Disadvantaged Business Enterprise Certification

Pursuant to 35 ILCS 200/18-50.2, Contractor and all subcontractors are required to complete and submit a Vendor DBE certification, regardless of DBE status. Contractor shall complete and require all its subcontractors to complete the DBE certification for this project at www.downers.us/vss. The information necessary for the Contractor and all subcontractors to complete the certification includes the following: DBE Classification (minority-owned, women-owned, persons with disabilities-owned, veteran-owned, or none); if DBE, whether the company holds a certificate or self-certifies; if self-certifying, whether the company qualifies as a small business under the U.S. Small Business Administration standards; the company's name, address, city, state and zip code; company's contact person's name, title, telephone number and email address. **NO PAYMENTS WILL BE MADE TO THE CONTRACTOR BY THE VILLAGE UNLESS AND UNTIL ALL OF THE CERTIFICATIONS FOR THE CONTRACTOR AND SUBCONTRACTORS HAVE BEEN COMPLETED.**

L. Prevailing Wage Act

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for three (3) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

M. Employment of Illinois Workers on Public Works Act

If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

V. Insurance and Indemnification of the Village

A. Insurance

Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and

pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident

Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however

caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements.

The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement

shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

VI. Miscellaneous Provisions

A. Termination

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by

all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

The Contractor will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Contractor from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
850 Curtiss St.
Downers Grove, IL 60515**

**F.H. Paschen, S.N. Nielsen & Associates LLC
5515 N. East River Road,
Chicago, IL 60656**

I. Village Ordinances

The Contractor will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

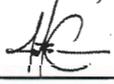
J. Use of Village's Name

The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

F.H. Paschen, S.N. Nielsen & Associates LLC

Village of Downers Grove

By:  _____
Digitally signed by Joshua Curran
DN: cn=Joshua Curran, c=US,
o=F.H. Paschen,
email=jcurran@fhpaschen.com,
Date: 2024.11.20 15:24:01 -0500
Joshua Curran

By: _____

Title: VP & Authorized Agent

Title: _____

Date: 11/20/24

Date: _____

Exhibit A Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor has not contributed to any elected Village position within the last five (5) years.



Signature

Digitally signed by Joshua Curran
DN: cn=Joshua Curran, c=US,
o=F.H. Paschen,
email=jcurran@fhpaschen.com
Date: 2024.11.20 13:24:04 -06'00'

Joshua Curran

Print Name

Contractor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Exhibit B



November 14, 2024

Village of Downers Grove
801 Burlington Ave,
Downers Grove, IL 60515
Attn: Dann Fitzpatrick

RE: Downers Grove Fire Station #3

Dear Mr. Fitzpatrick,

F.H. Paschen has visited the project site with Downers Grove and agreed to the following scope of work. We are pleased to present the following scope of work for your review.

Glazing

- Remove existing (4) lites of glass.
- Furnish and install 1" x 1" x 1" bronze anodized Bottom Channel.
- Furnish and install 2" x 1" x 2" Upper Channel.
- Furnish and install 1" x 1" x 1" Channel at Jambs.
- Reinstall glass.
- Furnish and install Dark Bronze Aluminum Corner Angles.
- Furnish and install Vertical Mullion Plate.
- Furnish and install Bottom Break Metal at Exterior Wood.
- Furnish and install Silicone Caulk at Bottom & Top.
- Perform glass manipulation as necessary.

Concrete

- Remove bushes in front of window.
- Remove small concrete pad under window.
- Remove posts and beams below window.
- Auger (3) 12" post footings.
- Reinforce footings with #4 vertical rebar and #3 ties.
- Pour (3) post footings with 4000 psi concrete.
 - Post footings to be a minimum of 42" deep.
 - FHP to monitor soil conditions. If the soil is determined to be unstable, FHP to add stone and a larger rebar cage.
- Furnish and install new posts and beams, figured with treated SYP 6x6 with post bases and post caps.
- Furnish and install new treated 2x10 rim joists if required.
- Furnish and install new treated ½" sheathing on the under side of the existing joists.
- Furnish and install new clips from beam to joists.
- Furnish and install 2x4 framing with plywood sheathing (one side) at window opening after glass removal.



- Remove framing before glass reinstallation.
- All wood used for structural elements or exterior sheathing is to be Type III, non-combustible wood.

Design

Project Overview

- Assess elevations/ details for existing exterior glazing modifications to correct deficiencies.
- Account for the re-use the existing glazing in a new storefront system.
- Design new support beam on 6x6 posts with new concrete piers.
- Existing construction above windows to remain.

Existing As-Built Phase

- Field measure existing as-built conditions to include a survey of the existing walls/doors only.
 - Field measurements are performed to existing finished construction elements that are visible without necessary removal of existing construction (wall conditions, or structures).
- Input existing information from site measurements to indicate current as-built conditions into AutoCAD.

Construction Documents Phase

- Illinois Licensed Design Professional to prepare drawings suitable for bidding, permit application, and construction purposes including the following:
 - Cover Sheet – Noting all general project information and building code requirements.
 - Site Plan – Indicate accessibility of site or other changes to site if necessary.
 - Demolition Plan – Indicate elements of construction to be removed.
 - Floor Plan – Indicate new construction work to be performed.
 - Exterior Elevations/Details – As necessary to illustrate design intent.
 - Specifications on plans.
 - Miscellaneous scheduling, management, coordination, and filing.

Permit Review

- Address comments regarding construction drawings brought forth by the code/plan reviewer of the jurisdiction.
 - This proposal includes 8 hours of plan review comments.
- Architect's responsibility to provide basic services outlined above terminates with the issuance of a building permit.

The budgeted cost to furnish and install the above referenced work is **Fifty- Four Thousand Nine Hundred Fifty- Seven Dollars and Zero Cents, \$54,957.00.**

Alternate #001 – Replace Concrete Slab

- Remove existing exterior concrete slab and replace with new 4000 psi concrete back to building.
 - Includes cutting existing curb in one location.
 - 4" thick with wire mesh reinforcement.



The budgeted cost for the work associated with Alternate #001 is an Add of **Fourteen Thousand Three Hundred Ninety- Five Dollars and Zero Cents, \$14,395.00**

Clarifications

- This proposal includes using the National Cooperative Purchasing Alliance (NCPA) Agreement, Contract #04-27 and includes the associated fees.
- This proposal *excludes* the removal and disposal of any hazardous material.
- This proposal *excludes* any unforeseen conditions that may arise.
- This proposal *excludes* any overtime or premium time, proposal is based on normal work hours.
- This proposal *excludes* any payment and performance bonds.
- This proposal *excludes* sales tax.
- This proposal *excludes* any site restoration.
- This proposal *excludes* any site utilities work.
- This proposal *excludes* any mechanical, electrical, plumbing, or fire suppression work.
- This proposal *excludes* natural gas piping.
- This proposal *excludes* any repair, replacement, or re-location of piping underground.
- This proposal *excludes* any furniture or equipment movement.
- This proposal *excludes* winter protection.
- This proposal *excludes* roofing work.
- This proposal excludes Type V construction, in accordance with the Village of Downers Grove guidelines.
- This proposal *includes* a winter conditions allowance of \$5,000.
- Construction scope and pricing are subject to change after completion of architectural drawings.
- This proposal includes only the following items described in the above scope.

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Village of Downers Grove

Date

Dan Dunn

11/14/2024

F.H. Paschen, S.N. Nielsen & Associates, LLC

Date

**Final Estimate**

Riley McInerney

F.H. Paschen

0000 - NCPA - Base Term - 9/05/2023 to 8/31/2026

Downer's Grove Fire Station #3 - 4642 NCPA 04-27 2023-0042

Riley McInerney

Estimator: Riley McInerney**Downer's Grove Fire Station #3****Division Summary (MF04)**

01 - General Requirements	\$16,113.40	26 - Electrical	
02 - Existing Conditions	\$1,250.00	27 - Communications	
03 - Concrete	\$152.00	28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	\$1,593.57	33 - Utilities	
07 - Thermal and Moisture Protection	\$1,360.64	34 - Transportation	
08 - Openings	\$5,854.00	35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	\$23,911.31
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$50,234.92
25 - Integrated Automation			
Totalling Components			
Priced Line Items	\$50,234.92	RSMMeans NORTH SUBURBAN, IL CCI 2024Q4, 115.40%	\$7,736.18
NCPA - Regular Hours (-6.0000%)	\$(3,014.10)		
		Grand Total	\$54,957.00

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Final Estimate

Estimator: Riley McInerney

Downer's Grove Fire Station #3

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-1450-M Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum Safe handling and storage of glass to be re-installed.	Costs	55,000.0000	6.0000%	\$3,300.00	RSM24FAC M, O&P
2	01-21-53-50-1750-L Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum Protection of existing work.	Costs	55,000.0000	7.0000%	\$3,850.00	RSM24FAC L, O&P
3	01-21-53-50-2300-L Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, minimum Install temporary 2x4 framing with plywood sheeting for window opening after glass removal.	Costs	55,000.0000	5.0000%	\$2,750.00	RSM24FAC L, O&P
4	01-54-33-20-4890-3 Rent per week for rent loader, skid steer, wheeled, 1 CY 78 HP, diesel Skid steer rental.	Ea.	1.0000	\$1,223.45	\$1,223.45	RSM24FAC E, O&P
5	01-54-33-20-4892-3 Rent per week for rent skid steer attachment, auger Auger attachment for skid steer.	Ea.	1.0000	\$379.69	\$379.69	RSM24FAC E, O&P
6	01-54-33-20-4897-3 Rent per week for rent skid steer attachment, concrete hammer Concrete breaker attachment.	Ea.	1.0000	\$663.92	\$663.92	RSM24FAC E, O&P
7	01-54-33-40-0070-2 Rent per day for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel Line item substitution for glass handling lift.	Ea.	2.0000	\$617.17	\$1,234.34	RSM24FAC E, O&P
8	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Mobilization and demobilization of glazing and concrete crews.	Ea.	4.0000	\$258.00	\$1,032.00	RSM24FAC L, E, O&P
9	01-54-36-50-1300 Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer Mobilization and demobilization of skid steer, attachments and glass lift	Ea.	4.0000	\$420.00	\$1,680.00	RSM24FAC L, E, O&P
01 - General Requirements Total					\$16,113.40	
02 - Existing Conditions						
10	02-41-19-19-0725 Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Dumpster rental.	Week	2.0000	\$625.00	\$1,250.00	RSM24FAC M, O&P
02 - Existing Conditions Total					\$1,250.00	
03 - Concrete						
11	03-22-11-10-0400 Welded wire fabric, plain, sheets, 6 x 6 - W4 x W4 (4 x 4) 58 lb./C.S.F., ASTM A185, incl labor for accessories, excl material for accessories Wire mesh reinforcement.	C.S.F.	1.0000	\$152.00	\$152.00	RSM24FAC Gm, M, L, O&P
03 - Concrete Total					\$152.00	

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Final Estimate

Estimator: Riley McInerney

Downer's Grove Fire Station #3

Item	Description	UM	Quantity	Unit Cost	Total	Book
06 - Wood, Plastics, and Composites						
12	06-11-10-28-1550 Porch or deck framing, post footing, 4' deep, 12" diameter, includes excavation, backfill, tube form & concrete (3) 12" concrete posts for new window support.	Ea.	3.0000	\$325.00	\$975.00	RSM24FAC M, L, O&P
13	06-13-23-10-0100 Single 8" x 16" wood beam, heavy mill timber framing Furnish and install new beam.	M.B.F.	0.2133	\$2,900.00	\$618.57	RSM24FAC M, L, O&P
06 - Wood, Plastics, and Composites Total						\$1,593.57
07 - Thermal and Moisture Protection						
14	07-65-10-10-9200 Sheet metal flashing, stainless steel, flexible sheets, .025" thick, 24 gauge, including up to 4 bends Break metal wrap.	S.F.	60.0000	\$17.50	\$1,050.00	RSM24FAC M, L, O&P
15	07-92-13-20-1800 Joint sealants, caulking and sealants, butyl based, bulk, 1/2" x 1/2", in place Silicone caulking for windows.	L.F.	88.0000	\$3.53	\$310.64	RSM24FAC M, L, O&P
07 - Thermal and Moisture Protection Total						\$1,360.64
08 - Openings						
16	08-41-13-20-5295 Tube framing, for window walls and storefronts, aluminum, stock, flush tube frame, mill finish Aluminum framing of windows.	L.F.	60.0000	\$54.00	\$3,240.00	RSM24FAC M, L, O&P
17	08-41-13-20-5370 Tube framing, for window walls and storefronts, aluminum, stock, plain tube frame, mill finish, 4" corner mullion Corner angle.	L.F.	16.0000	\$52.00	\$832.00	RSM24FAC M, L, O&P
18	08-43-13-20-1200-1500 Storefront systems, aluminum frame, commercial grade, for bronze anodized finish, add (Modified using 08-43-13-20-1500) Bronze anodized finish for aluminum framing.	S.F.	120.0000	\$14.85	\$1,782.00	RSM24FAC M, O&P
08 - Openings Total						\$5,854.00
Alternate						
19	06-13-23-10-0100 Demo - Single 8" x 16" wood beam, heavy mill timber framing Remove existing beam.	M.B.F.	0.2133	\$1,277.50	\$272.49	CUSTOM L, O&P
20	08-81-20-10-0150 R&R - Glass, full vision window system, 3/4" glass mullions, 10'-20' high, average Remove and replace existing glass.	S.F.	200.0000	\$32.25	\$6,450.00	CUSTOM L, O&P
21	Contingency Owner's Contingency Contingency for winterizing and type 3/fire retardant materials, any unforeseen/ changes to drawings for permit review if necessary.	Project	1.0000	\$5,000.00	\$5,000.00	CUSTOM B
22	Design Architectural Design Construction Drawings and As Built.	Project	1.0000	\$5,400.00	\$5,400.00	CUSTOM L, B

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Final Estimate

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Downer's Grove Fire Station #3

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book
23 Skid Steer Crew	Skid Steer Operating Crew - 2024 - RSMeans Standard Books O&P Skid steer crew for auger of post footings and removal of bushes.	Daily	2.0000	\$3,394.41	\$6,788.82	CUSTOM L, E, O&P
Alternate Total						\$23,911.31
Estimate Grand Total						54,957.00