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**Scott K. Ney**  
Director, Facility Operations

**Community Unit  
School District 304**

TO: Dr. Andrew Barrett

FROM: Scott Ney

RE: Authorization to Use Capital Improvement Funds – Masonry  
Repairs at Western Avenue Elementary School

DATE: September 6, 2023

The Facilities Task Force is requesting approval from the Geneva CUSD #304 Board of Education to use Capital Improvement Funds towards the cost of masonry repairs for Western Avenue Elementary School. The repairs were made to the storage room, exterior wall by Receiving, expansion joints around gym walls, and brick repairs in the foyer due to safety reasons from deterioration and potential hazards.

**Total (including union labor and material): \$24,900.00**



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100% WBE CERTIFIED

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**Proposal submitted to: Brian Pedersen & Scott Ney**

**Phone: 630-330-0591**

**Date: Wednesday, May 17, 2023**

Geneva CUSD 304  
227 N 4<sup>th</sup> St.  
City: Geneva State: Illinois

Job Name: Western Ave. School  
1500 Western Ave.  
Geneva, IL

**Masonry Scope is as follows per our site visit held on 5/2/23:**

- Replace expansion joints @ higher building (gym) 100%
- Spot grind & tuck-point mismatched brick throughout exterior facade
- Spot grind & tuck-point CMU joints inside storage room
- Clean & repair foyer masonry where old door frame tied into brick

**Total cost including union labor and material.....\$24,900.00**

**Exclusions:**

Permits, dumpsters, water

## MBB Enterprises of Chicago, Inc. Additional Contract Terms and Conditions

**General** - Detailed description of installation methods and materials to be installed on work items listed above are available on request. All equipment required to perform our work will be erected and maintained during the course of our work. Owner to provide access to needed utility connections. Work areas will be broom swept to remove accumulations of our debris and debris will be removed on a regular basis. All work shall be performed in a neat and workmanlike manner by persons skilled in their trades. Contractor shall provide workers compensation and contractors liability insurance.

**Warranties** - MBB EOCI warrants that all work performed and all materials employed in the Work shall be free of defects for a period of one year from the date of substantial completion of the work. MBB EOCI's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the Owner or Others, or abuse. If any defects in the work are found within the warranty period. Owner will notify MBB EOCI in writing and MBB EOCI will investigate and determine if the defect is the responsibility of MBB EOCI. Any defect falling covered under this warranty will be corrected by MBB EOCI within a reasonable time from the date of confirmation of such defect.

**Safety** - MBB EOCI will have overall responsibility for safety precautions and programs in the performance of the work. MBB EOCI will seek to avoid injury, loss or damage to persons or property at the worksite, materials and equipment stored at on-site or off-site locations for use in the work; and property located at the worksite and adjacent to work areas, whether or not the property is part of the work. MBB EOCI shall appoint a worksite safety representative with a duty to prevent accident in accordance with the above.

**Concealed or Unknown Worksite Conditions** - Owner must inform MBB EOCI of any known subsurface conditions that would materially change the Scope of Work. Owner also recognizes that apart in addition to known conditions that concealed or unknown worksite conditions may exist which cannot be detected by the visual inspection preceding the preparation of the Scope of Work. If (a) subsurface or other physical conditions which are materially different than those indicated in the Scope of Work or (b) unusual or unknown physical conditions are encountered at the worksite, MBB EOCI will stop work and give owner prompt written notice of the conditions. Any such conditions will be deemed cause for a Change in the Work.

**Changes to the Work** - The Contractor may request and /or the Owner may order changes in the Work or the timing and sequencing of the Work that impacts the price of the Work and dates of substantial or final completion. All Such changes in the Work will be formalized in a written Change Orders before such extra, changed or modified work is undertaken.

**Requested Changes by Contractor** - Contractor will notify Owner and/or Owner's representative in writing of a change in work and prepare a detailed, written estimate of the change to the quantity and/or scope and price of the work for review, investigation and acceptance by the Owner and/or Owner's representative. The Owner and the Contractor shall negotiate in good faith the adjustments, as applicable to the price or the dates of substantial or final completion. Determination of cost will be by a mutually accepted, lump sum. Since time is of the essence, a period of no more than ten (10) business days shall elapse between the date of notice and either 1) execution of a written Change Order in a mutually agreed amount; or 2) written notice from Owner to Contractor to not proceed with said Change Order work.

**Interim Directed Changes by Owner** - Owner will notify Contractor in writing of any directed changes to the scope of Work outside the Scope of Work set forward in the original contract. Contractor will prepare a detailed, written estimate of the directed changes to the quantity and/or scope and price of the work for review, investigation and acceptance by the Owner and/or Owner's representative. The Owner and the Contractor shall negotiate in good faith to determine an equitable adjustment, to the price of the work and/or the dates of substantial or final completion. Determination of cost will be by a mutually accepted, itemized lump sum. Since time is of the essence, a period of no more than ten (10) business days shall elapse between the date of notice and either 1) execution of a written Change Order in a mutually agreed amount; or 2) written notice from Owner to Contractor to not proceed with said Change Order work.

Owner will not be obligate to accept nor to pay for work and Contractor will not be obligated to perform any work outside the Scope of Work detailed in the original contract documents as shown on Exhibit A unless and until both parties mutually execute a written Change Order.

**Dispute Resolution** - Unless otherwise agreed in writing, MBB EOCI shall continue to work and maintain the schedule of the Work during any dispute resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with this agreement.

**Initial Dispute Resolution** - If a dispute arises out of or related to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives, who shall have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, the senior executives or principles of the parties, who shall have the authority to settle the dispute, shall meet within twenty one (21) days after the dispute first arises. If the dispute is not settled within seven (7) from the referral of the dispute to the senior executives, the parties shall submit the dispute to mediation.



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*Mediation and Binding Arbitration* - If the dispute cannot be settled pursuant to the above, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other dispute resolution procedures. Once one party files a request for mediation with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing of the request. The arbitration award shall be final and binding and the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with such dispute resolution process.

**Assignments** - Neither the Owner nor MBB EOCI shall assign their interest in this agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives. If either party attempts to make such an assignment, that party shall nevertheless remain legally responsible for all obligations under this agreement, unless otherwise agreed to in writing by the other party.

**Proof of Funding** - Proof of funding will be provided by the Owner at the request of MBB EOCI prior to the start of work. Such proof may be in the form of irrevocable letter of credit acceptable in the form to MBB EOCI.

All material is to be as specified and approved. 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 are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

**Authorized Signature:** \_\_\_\_\_

**Acceptance of Proposal**

The above prices, specifications, and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_