

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting

SUBJECT:	7/18/2017	SUBMITTED BY:
Demolition Services for 5639 Webster and 926 67 th Street		Nan Newlon Director of Public Works

SYNOPSIS

A motion is requested to award a contract for the demolition of the residential structure at 5639 Webster Street and the abandoned Village well house located at 926 67th Street to KLF Enterprises, Inc. of Markham, Illinois in the amount of \$53,689.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY17 budget includes a total of \$106,000: \$66,000 in the Stormwater Fund (Page 4-29, Line 21) for the demolition of the 5639 Webster Street property and \$40,000 in the Water Fund (Page 4-3, Line 21) for demolition of the structure on 67th Street.

RECOMMENDATION

Approval on the July 18, 2017 consent agenda.

BACKGROUND

The project consists of the permitting, fencing, residential structure and garage demolition and site grading and restoration of the property located at 5639 Webster Street, which was purchased in 2017 by the Village for demolition for a future flood control project. Work also includes the permitting, fencing and demolition and restoration of the abandoned well house structure located at 926 67th Street. Both locations will be restored to green space.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Two bids were received by the due date of July 6, 2017. A synopsis of the bids is as follows:

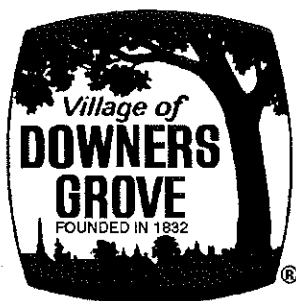
<u>Contractor</u>	<u>Base Bid</u>	
KLF Enterprises, Inc.	\$53,689.00	Low Bid
Alpine Demolition Services, Inc.	\$62,880.00	

KLF has completed similar projects for the Village in the past and their performance has been satisfactory. Staff recommends award of this contract to KLF Enterprises, Inc.

ATTACHMENTS

Contract

Contractor Evaluation



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: K.L.F Enterprises, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-081-17; WP-014-17
 - B. For: 5639 WEBSTER RESIDENTIAL AND 926 67TH STREET WELL HOUSE DEMOLITION
 - C. Bid Opening Date/Time: Thursday, July 6, 2017 @ 10:00am
 - D. Pre-Bid Conference Date/Time: Thursday, June 29, 2017 @ 11:00am OPTIONAL
 - E. Pre-Bid Conference Location: 5639 WEBSTER STREET, DOWNERS GROVE, IL 60516
 - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
 - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
 - B. Certificate of Insurance: YES

Legal Advertisement Published: Thursday, June 21, 2017

This document comprises 95 pages

DemandStar No: CFB-0-23-2017/TT

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

JOHN WELCH
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5494
FAX: 630/434-5495
www.downers.us

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: SW-081-17, WP-014-17**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM
- VI. APPENDIX A
- VII. APPENDIX B
- VIII. APPENDIX C

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.

I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **THURSDAY, JULY 6, 2017 @ 10:00 AM.**
 - 1.2 Defined Terms:
 - 1.2.1 Village – the Village of Downers Grove acting through its officers or agents.
 - 1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder’s completed proposal, bonds and all required certifications.
 - 1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.
 - 1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.
 - 1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.
 - 1.2.6 Work – the construction or service defined herein.
 - 1.2.7 Day – unless otherwise stated all references to day “Day” “Days”, “day” or “days” shall refer to calendar days.
 - 1.2.8 Proposal Guaranty – the required bid deposit.
 - 1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.
 - 1.4 Bids shall be sent to the Village of Downers Grove, ATTN: John Welch, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.
 - 1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.
 - 1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.
- ### **2. BID PREPARATION**
- 2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.
 - 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

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all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated

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quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PRE-BID CONFERENCE

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in

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Section 2.5 above.

4. BID SUBMISSION

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

5. BID MODIFICATION OR WITHDRAWAL

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of “No Bid” postcard. Bidders not submitting Bids or “No Bid Statement” may otherwise be removed from the Village’s bid mailing list.

6. BID REJECTION

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

7. BIDDER COMPETENCY

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
- 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the

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same or different names.

- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
 - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
 - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
 - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
 - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

9. BASIS OF AWARD

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

10. AWARD OF CONTRACT

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual

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withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

11. RETURN OF BID DEPOSIT

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

12. FAILURE TO ENTER INTO CONTRACT

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.
- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.
- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

13. SECURITY FOR PERFORMANCE

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

14. TAX EXEMPTION

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

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16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

- 18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

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

20. HOURS OF WORK

- 20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

21. PERMITS AND LICENSES

- 21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

22. INSPECTION

- 22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

- 23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

24. SPECIAL HANDLING

- 24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

- 25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to

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assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

26. SEXUAL HARASSMENT POLICY

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 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

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

27.1 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 Contract, the Contractor agrees as follows:

27.1.1 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 disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, 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.

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- 27.1.2 That, if it hires additional employees in order to perform this Contract 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.
- 27.1.3 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 disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 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.
- 27.1.5 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.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

28. DRUG FREE WORK PLACE

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

28.1.1 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 Village's or

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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:

(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 five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Village'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.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 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.

28.1.6 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.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

30.1 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

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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. If the wages under the federal Davis-Bacon Act are higher than those required by the Illinois Prevailing Wage Act, then the Contractor must comply with the Davis-Bacon Act.

- 30.2 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 five (5) years from the date of the last payment on the public work.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 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.

31. PATRIOT ACT COMPLIANCE

- 31.1 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 it and its principals,

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shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract 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.

32. INSURANCE REQUIREMENTS

32.1 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 any Sub-Sub Contractor 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
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section 32.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, 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".

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

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- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 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.
- 32.6 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, 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 the 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***.
- 32.7 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 Contract pursuant to its terms.
- 32.8 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) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the 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 of 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.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 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

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a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

33.1 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.

33.2 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.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

35. TERMINATION OF CONTRACT

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

35.2 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.

36. BILLING AND PAYMENT PROCEDURES

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. 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

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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.

- 36.2 The Village shall review each bill or invoice in a timely manner 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 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 it.
- 36.3 As this Contract is for work defined as a “fixed public works” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington Avenue, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

- 39.1 The 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.

40. BUY AMERICA

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

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40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

41.2 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.

41.3 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.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor 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.

42. GUARANTEE PERIOD

42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

43. SUCCESSORS AND ASSIGNS

43.1 The terms of this Contract 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 Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

44. WAIVER OF BREACH OF CONTRACT

44.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

45.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

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- 45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

46. SEVERABILITY OF INVALID PROVISIONS

- 46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

47. GOVERNING LAW

- 47.1 This Contract 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 for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

- 48.1 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 the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515**

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

- 49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

50. COOPERATION WITH FOIA COMPLIANCE

- 50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

- 51.1 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.

III. GENERAL PROVISIONS

The primary purpose of this project is to demolish and haul away debris from a certain Community Development Block Grant Disaster Recovery acquired residential structure owned by the Village. The Contractor understands and agrees that demolition debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

1. STANDARD SPECIFICATIONS

- 1.1 The following standards shall govern the construction of the proposed improvements:
 - 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (Water & Sewer Specs.); and
 - 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, April 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the “Standard Specifications”) as adopted by the Illinois Department of Transportation, January 1, 2017; and
 - 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the Standard Specifications shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:

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3.1.1 PROJECT SAFETY. Add the following to Article 107.28:

3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well-being of those engaged in the completion of the work specified in this contract.

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.

3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.

3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and

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signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **September 1, 2017**. Completion shall mean all work including full turf restoration. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.
- 4.1.3 The Contractor shall contact the Village to ensure all utility disconnects have been completed prior to demolition.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1 or 4.1.2 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the Standard Specifications shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers

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shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

SP-1 GENERAL SCOPE OF WORK

Description: The **Base Bid** for the Residential and Well House Demolition project includes the demolition of one (1) residential property located at:

5639 Webster Street – PIN 09-17-106-011

And one (1) abandoned well house located at:

926 67th Street – PIN 09-20-117-024

The required demolition fencing and parking plans are included in Appendix A. The Village of Downers Grove has completed the process of asbestos testing. The asbestos reports for both properties are included in Appendix B. The project shall generally consist of the following:

- Obtain demolition permits from Village, and/or other applicable agencies
- Removal and disposal of existing debris (garbage, appliances, furnishings, etc.) and existing hazardous materials from the property prior to demolition
- Building and site demolition
- Site grading and restoration

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

If the project requires the phasing of construction, the contractor is to follow the phasing shown in the plan set. Any variations in the phasing plan shown on the plan set must be approved in writing by the Engineer before construction begins. The contractor will not be allowed to proceed to another phase without the approval of

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the Engineer. **The contractor will receive no additional compensation for constructing the project in phases.**

No more than three hundred linear feet (300 LF) of pavement may be closed to use by the motoring public, and access to all individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

SP-3 BUILDING AND SITE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

1.2 SUMMARY

This Section includes the following:

1. Demolition and removal of buildings.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.

1.3 DEFINITIONS

Demolish: Completely remove and legally dispose of off-site.

Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.

1.4 MATERIALS OWNERSHIP

Unless otherwise indicated, demolition waste becomes property of Contractor.

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 of value to the Village that may be uncovered during demolition remain the property of the Village.

1.5 SUBMITTALS

Qualification Data: Must be submitted for the following:

1. For refrigerant recovery technician.
2. Asbestos Remediation Firm

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers and measures proposed to protect adjacent buildings.

Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.
2. Temporary interruption of utility services.
3. Shutoff and capping of utility services.

Building Demolition Plans: Drawings indicating the locations of temporary protection.

Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by building demolition operations.

Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

Certifications and paperwork associated with legal remediation and disposal of all asbestos material in accordance with all federal, state and local regulations.

1.6 QUALITY ASSURANCE

Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

Standards: Comply with ANSI A10.6 and NFPA 241.

Predemolition Conference: Review methods and procedures related to building demolition including, but not limited to, the following:

1. Inspect and discuss condition of structures to be demolished
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for protection of adjacent buildings

1.7 PROJECT CONDITIONS

Buildings to be demolished will be vacated and their use discontinued before start of the Work.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.

1. Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
3. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

The Village assumes no responsibility for buildings and structures to be demolished.

Conditions existing at time of bidding will be maintained by the Village as far as practical. Please refer to Appendix B for environmental report.

Hazardous Materials: Please refer to Appendix B for hazardous materials. Contractor will be responsible for removal of hazardous materials.

On-site storage or sale of removed items or materials is not permitted.

1.8 COORDINATION

Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

Backfill: All open excavations shall be backfilled with sand of the gradation specified below, per the SSRBC. Material tickets shall be supplied to the Village.

Topsoil: Topsoil materials shall be in accordance with the SSRBC, and material tickets shall be supplied to the Village. Topsoil source must be submitted to the Village no less than 10 days prior to the start of backfilling operations, and must be approved prior to any material being hauled to the site.

PART 3 – EXECUTION

3.1 EXAMINATION

Verify that utilities have been disconnected and capped before starting demolition operations.

Provide photographs or video of site conditions that might be misconstrued as damage.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

Verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.

Existing Utilities: The Village will contact local utility companies to arrange to have electric, gas, water, and cable services disconnected. Contractor shall be responsible for coordinating and completing the sanitary sewer service disconnection. Contractor shall locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished, to the extent this work is not performed by the utility companies with the exception of existing wells. Any existing wells shall be capped by the Village. No demolition shall proceed until all utilities have been properly disconnected.

1. Verify shut off of all utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing. Contractor is responsible for verifying the disconnection of all utilities.

3.3 PROTECTION

Existing Facilities: Protect adjacent walkways, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the Village and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to the Village and authorities having jurisdiction. Provide at least 72 hour notice to occupants of affected buildings if shutdown of service is required during changeover.

Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways.

1. Protect adjacent buildings and facilities from damage due to demolition activities.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
6. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of group of trees to remain.
7. Contractor shall install a temporary, 6' high chain link fence, with driven posts, and locked swing gates at all site access locations (driveways). Where multiple properties are being demolished adjacent to each other, the perimeter fencing may go around all contiguous properties. Any signage required by local ordinance or permits shall be the responsibility of contractor.
8. Erect silt fence around perimeter of work zone in accordance with all local requirements and permits.

Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place. No excavation shall remain open for more than 48 hours without written permission from the Village. All fencing, signage, silt fence, etc., shall be removed by the contractor at the completion of the project, upon approval by the Village, with the exception of any existing perimeter fencing previously installed by the Village. Contractor shall be responsible for any damage to fencing provided by the Village.

3.4 DEMOLITION, GENERAL

General: Demolish all existing buildings and site improvements completely. This includes verifying that water, gas, power and all other utilities have been shut off. The utility services shall be turned off and removed at locations directed by the Village. All buildings shall be demolished including houses, sheds, garages, etc. All foundations and subsurface structures, including septic tanks, shall also be completely removed. All accessory items including stoops, swing sets, planters, fences, timbers, driveways, etc. shall also be completely removed. All stone or aggregate including driveways, decorative landscaping, etc. shall also be completely removed. Unless noted otherwise, all existing trees and shrubs shall remain and shall be protected during demolition. Driveways and culverts shall be left in place until all other demolition activities are completed, and shall be used as the only construction access to the site. Driveways and culverts shall be removed upon completion of demolition activities, and the parkway (including any drainage ditches) shall be regraded for proper drainage and restored with topsoil and seed. Driveway aprons shall be sawcut at the edge of the roadway prior to removal. Where driveways are removed and no sidewalk extends through the driveway, the gap in the sidewalk shall be replaced with Portland Cement Concrete sidewalk 5" in depth placed on a 4" deep compacted aggregate (CA-6) base. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.

Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the Village and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution. Use of fire hydrants for water shall not be allowed without permission of the Village's water manager. Contractor shall pay going rates for water provided by the Village.

Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the new lower level.

Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, footings, and septic tanks completely.
2. Water in basements shall be pumped by the contractor if necessary. Pump discharge hoses shall incorporate sediment capture devices (bags, etc.) as necessary.

Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings or location directed by Village.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.
3. Phone/Cable services, if left attached to the house, shall be removed up to the utility pole, with no dangling cable/wires left in place.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

4. Sanitary sewer service shall be disconnected and backfilled in conformance with Downers Grove Sanitary District requirements, with pavement restoration per Village requirements (Appendix C).

3.6 SITE RESTORATION

Below-Grade Areas: Below-grade areas shall be backfilled to within One (1) foot of finished grade with FA-2 (sand) in accordance with the SSRBC and shall be compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs. One (1) foot of topsoil shall be placed in accordance with Section 211 of the SSRBC on the compacted below-grade areas to bring the areas up to finished grade.

Site Grading: Uniformly grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. All disturbed areas must be graded to provide positive drainage, and to match the surrounding grades.

Site Restoration: All bare soil areas located within the property lines and areas disturbed by the demolition shall be restored with a minimum of six (6) inches of topsoil, and shall be stabilized with seed (IDOT Class 1 – Lawn Mixture) and Erosion Control Blanket, in accordance with Sections 250 and 251.04 of the SSRBC.

3.7 REPAIRS

Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Please refer to Appendix B for environmental report. See NESHAP Asbestos Reports, which shall be made available to the Contractor prior to the start of demolition work. Any/all materials, chemicals, and debris located on the property, whether inside a structure to be demolished or lying in the open outside of any structure, shall be removed from the property by the contractor and legally disposed of.

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.

Burning of materials is not permitted.

3.9 CLEANING

Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

began. No cleaning of adjacent structures or any private property shall occur without written permission of the property owner(s) and the consent of the Village.

Basis of Payment: The work shall be paid for at the contract **LUMP SUM** price for each location:

**ASBESTOS REMOVAL AND DISPOSAL
And
BUILDING AND SITE DEMOLITION**

which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

SP-4 STREET SWEEPING AND DUST CONTROL

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

Basis of Payment: This work will be paid for at the contract unit price per **HOURLY** for

STREET SWEEPING AND DUST CONTROL,

which price shall be payment in full for the work as specified herein.

SP-5 EROSION AND SEDIMENTATION CONTROL

Description: Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks, straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

Silt Fence: Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

Basis of Payment: This work shall be considered **INCIDENTAL** to the project.

SP-6 TEMPORARY CONSTRUCTION FENCE

Description. This work consists of furnishing, installing, maintaining and removing temporary fence around the perimeter of properties to be demolished.

Materials. The fence shall have a minimum 6' height and shall be chain link fence.

Construction Requirements. Fence stakes shall be 8' minimum length metal stakes and in accordance with Article 1006.27(b) of the SSRBC or painted metal posts.

The fence shall be staked at maximum 10-foot intervals. The fence shall be constructed with driven posts, and locked swing gates at all site access locations (driveways). The fence must be located inside of property limits of subject properties and shall be removed by the Contractor upon completion of the contract.

Basis of Payment. This work shall be considered **INCIDENTAL** to the project.

SP-7 PIPE UNDERDRAINS, SPECIAL

Description. This work consists of furnishing, installing, and backfilling a pipe underdrain in accordance with Section 601 of the SSRBC.

Materials. The pipe shall be a 6-inch perforated, rigid, SDR-35 PVC pipe (or approved equal), wrapped in fabric to prevent backfill material from entering the pipe, extending from the creek at the south edge of the property into the dwelling footprint area.

Construction Requirements. Pipe shall be installed on four inches (4") of compacted FA-2 (sand) bedding. Backfill material shall be FA-2 up to an elevation to meet topsoil requirements.

Basis of Payment. This work shall be paid for by measured **LINEAR FOOT** as installed.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

V. BID and CONTRACT FORM (Village)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:	
<u>K.L.F. Enterprises, Inc.</u> Company Name	<u>7/5/17</u> Date
<u>2044 W 163rd St, Unit 2</u> Street Address of Company	<u>bracken708@gmail.com</u> E-mail Address
<u>Markham, IL 60428</u> City, State, Zip	<u>James Bracken</u> Contact Name (Print)
<u>708-829-1439</u> Business Phone	<u>773-983-2463</u> 24-Hour Telephone
<u>708-331-4212</u> Business Fax	<u><i>James Bracken</i></u> Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation	<u>James Bracken - President</u> Print Name & Title
<u><i>[Signature]</i></u> Signature of Corporation Secretary	
We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.	

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

V. BID and CONTRACT FORM (Contractor)

*****THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

BIDDER:

K.L.F. Enterprises, Inc.
Company Name

7/5/2017
Date

2044 W 163rd St, Unit 2
Street Address of Company

bracken708@gmail.com
E-mail Address

Markham, IL 60428
City, State, Zip

James Bracken
Contact Name (Print)

708. 829. 1439
Business Phone

773. 983. 2463
24-Hour Telephone

708. 331. 4212
Business Fax


Signature of Officer, Partner or Sole Proprietor

James Bracken - President
Print Name & Title

ATTEST: if a Corporation


Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

Authorized Signature

Village Clerk

Title

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition**SCHEDULE OF PRICES:****BASE BID**

ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
SP-3	ASBESTOS REMOVAL AND DISPOSAL & BUILDING AND SITE DEMOLITION 5639 WEBSTER	1	LSUM	\$34,849.00	\$34,849.00
SP-3	ASBESTOS REMOVAL AND DISPOSAL & BUILDING AND SITE DEMOLITION 926 67 TH STREET	1	LSUM	\$16,190.00	\$16,190.00
SP-4	STREET SWEEPING AND DUST CONTROL	5	HOUR	\$125.00	\$625.00
SP-7	PIPE UNDERDRAIN, SPECIAL	75	LF	\$27.00	\$2,025.00

Total Bid \$53,689.00

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to 5639 Webster
927 67th St, Bidder K.L.F. Enterprises Inc.
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause: Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, and/or the Davis-Bacon Act for all work completed. Bidder 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. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and 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 five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed 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;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

6. Bidder certifies that (a) no Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction. (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed person who fails to file required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: *Jw Braer*
Bidder's Authorized Agent

36 - 4346764

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me

this 5 day of July, 2017

Ruth Jatho
Notary Public



Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

BIDDER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Bidder is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of K.L.F. Enterprises, Inc., and the full names of its Officers are as follows:

President: James Bracken

Secretary: Kelly Bracken

Treasurer: Kelly Bracken

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

The Bidder is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the state of _____

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

BIDDER'S CERTIFICATION (page 3 of 3)

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? yes

INSURER'S NAME: K.L.F. Enterprises, Inc.

AGENT: Ram Insurance Agency

Street Address: 16614 W 159th St, Unit 303

City, State, Zip Code: Lockport, IL 60441

Telephone Number: 815-893-8284

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: K.L.F. Enterprises, Inc.

Print Name and Title of Authorizing Signature: James Bracken - President

Signature: 

Date: 7/5/17

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

MUNICIPAL REFERENCE LIST

Municipality: ATTACHED IN A1A305

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) N/A Type of Work _____

Addr: _____ City _____ State _____ Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: K.L.F. Enterprises, Inc.
ADDRESS: 2044 W 163rd St, Unit 2
CITY: Markham, IL 60428
STATE: Markham
ZIP: 60428
PHONE: 708.825.1439 FAX: 708.331.4212

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: *[Signature]* DATE: 7/5/17

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: K.L.F. Enterprises, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.**

Operators 150

Laborers 225

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: James Bracken - President

Signature: 

Date: 7/5/17

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name _____

Title _____

Date _____

[Handwritten Signature]
KLF ENT.
P.M.
7-5-17

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

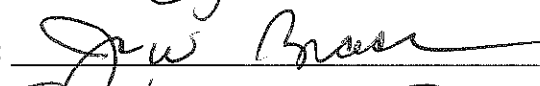
Suspension or Debarment Certificate
--

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid 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, or convicted of or had a civil judgment against them for a 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: K.L.F. Enterprises, Inc.
 Address: 2044 W 1163rd St, Unit 2
 City: Markham Zip Code: 60428
 Telephone: (708) 825.1439 Fax Number: (708) 331.4212
 E-mail Address: bracken708@gmail.com
 Authorized Company Signature: 
 Print Signature Name: James Bracken Title of Official: President
 Date: 7/5/17

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

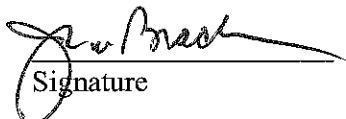
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 the bid documents, contractor/proposer/bidder/vendor 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:

- i. Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

James Bracken
Print Name

- ii. Bidder/vendor 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

Village of Downers Grove – 5639 Webster Residential and 926 67th Street Well House Demolition**BID SUBMITTAL CHECKLIST**

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

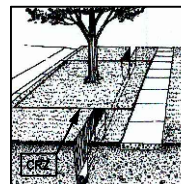
1. Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2. Cover sheet filled-in
3. Bid Form copies filled-in. All copies must have original signatures and seals on them.
4. Bid Bond or cashier's check enclosed with bid package.
5. Schedule of Prices completed. Check your math!
6. Bidder Certifications signed and sealed.
7. Letter from Surety ensuring issuance of Performance and Labor Bonds.
8. Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9. Municipal Reference List completed.
10. Certification of Qualifications
11. Vendor request form W-9 completed.
12. Affidavit (IDOT Form BC-57, or similar).
13. Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

VI. APPENDIX A

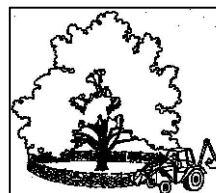
See following page.

Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code <http://www.downers.us/code/chapters/24>. Parkway tree protection shall involve avoiding damage to both the above ground tree trunk, including the branches, and the below ground root system. Roots are the most vital part of a tree with the majority of nutrient and water absorbing roots in the upper 18 to 24 inches of soil. Tree roots must be protected from severing or changes in their soil environment (such as compaction or grade changes) to prevent irreversible tree decline or death in the coming years.

The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that needs to be protected from damage. The size of this area, measured from the center of the tree, is ideally a circle with a radius of one foot for each inch of trunk diameter. The depth of the CRZ extends to 4 feet below the natural ground surface level. In a municipal parkway setting with utilities and paved or concrete surfaces, the CRZ cannot always be the ideal size. Instead, the CRZ has been adjusted to form a rectangle around the parkway tree trunk with the minimum dimensions listed in the following table. At a minimum, the listed CRZ shall be fenced with a 6 foot high temporary chain link construction fence secured to metal posts spaced no further than 10 feet apart. Whenever possible, the entire parkway shall be fenced in except where access has been permitted. Any exceptions shall be noted on the drawings submitted for a given permit.



PARKWAY TREE DIAMETER AT 4.5'	WIDTH FROM STREET TO PROPERTY (MINIMUM CURB TO SIDEWALK)	LENGTH ALONG STREET (MINIMUM)	DEPTH
0-12.0 INCHES	10.0 FEET	10 FEET	4 FEET
12.1-24.0 INCHES	10.0 FEET	20 FEET	4 FEET
24.1 OR MORE INCHES	10.0 FEET	30 FEET	4 FEET



For public parkway trees, roots located within the determined CRZ shall be protected from compaction, severing, and the storage of materials or equipment. Utilities must be augered underneath the tree as shown above. In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water main or sanitary main disconnects in the parkway), subject to the approval of the Village Forester, the smallest possible area shall be disturbed and sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. All CRZ fencing shall be a 6 foot high temporary chain link construction fence secured to metal posts spaced no further than 10 feet apart, and shall be maintained daily in good condition. Any exceptions to the fence dimensions or parkway position shall be noted on the permit.

In addition to fines and citations that may be assessed for violations of any Chapter 24 municipal code (such as not maintaining fencing around the CRZ or unauthorized removal of parkway trees), violators may be subject to the following provisions:

- issuance of an invoice for the monetary loss in tree value or partial value due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- forfeiture of bonds issued for the work should funds be sufficient to cover tree values and fines.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

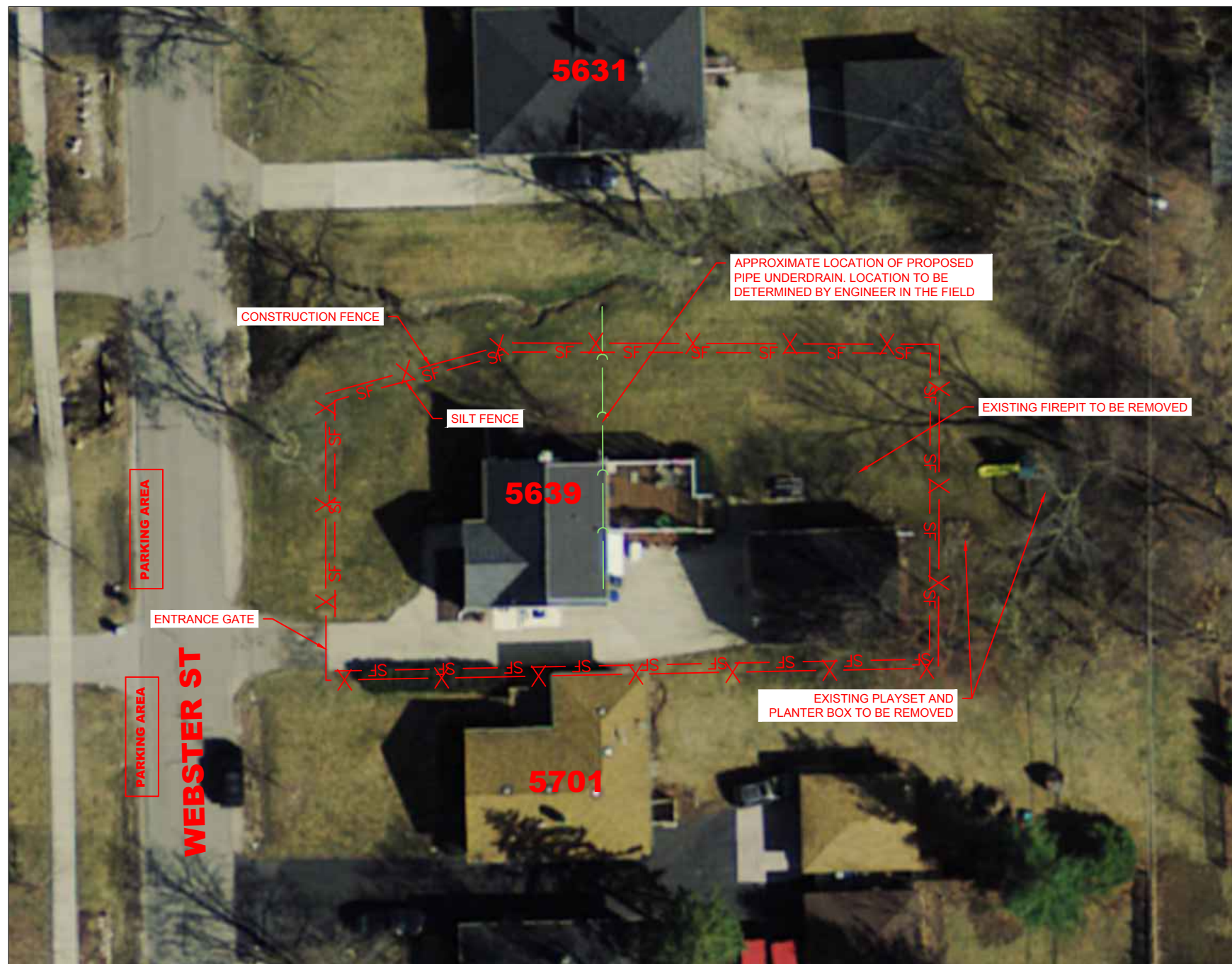
For more information, contact the Forestry Division at 434-5475 or 434-5476.



N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07		J.M.L.	M.D.M.	PARKWAY TREE PROTECTION REQUIREMENTS
	03/25/11		S.A.V.	A.J.S.	
	03/01/15		S.A.V.	A.J.S.	
	01/01/17		N.R.H.	J.M.W.	

DRAWING NO. TRE-01
 & LIBRARY \DETAILS\ TREES\ TRE-01

5639 WEBSTER ST DEMOLITION FENCE AND PARKING PLAN FOR RETURN TO GREENSPACE



Erosion Control Notes

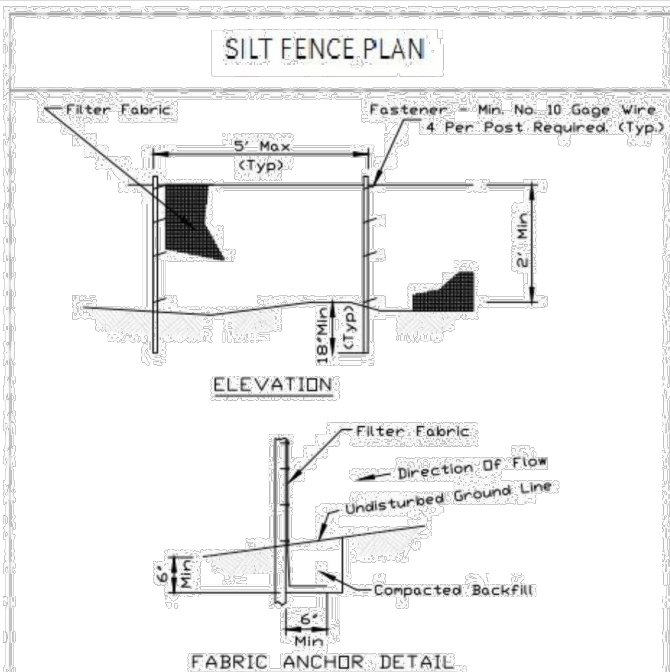
- The sediment and erosion control devices shall be functional before any land is disturbed on the site.
- Stockpiles of soil shall not be located within special management areas.
- Sediment and erosion control shall be provided for any soil stockpile if it is to remain in place for more than three days.
- Properties and special management areas downstream from the site shall be protected from erosion if the volume, velocity, sediment load, or peak flow rates of Stormwater runoff are temporarily increased during construction.
- Storm sewer inlets shall be protected with sediment trapping or filter control devices during construction.
- The surface of stripped areas shall be permanently or temporarily protected from soil erosion within fifteen days after final grade is reached. Stripped areas that will remain undisturbed for more than fifteen days after initial disturbance shall be protected from erosion.
- Water pumped or otherwise discharged from the site during construction dewatering shall be filtered.
- A stabilized construction entrance shall be provided to prevent the deposition of soil onto public or private roadways. Any soil reaching a public or private roadway shall be removed before the end of each workday.
- All temporary erosion control measures necessary to meet the requirements of the Village of Downers Grove Stormwater and Flood Plain Ordinance shall be kept operational and maintained continuously throughout the period of land disturbance until permanent sediment and erosion control measures are operational.

Water Notes

- Note that the existing b-box shall be completely removed. VODG 25.42
- Note that the existing water service shall be disconnected at the main. VODG 25.42

General Notes

- The existing driveway and driveway approach will also be removed (after being used to access the site) and restored to green space, with sod in the right-of-way. VODG 17.18
- All areas within the ROW shall be restored with sod. VODG 19.40

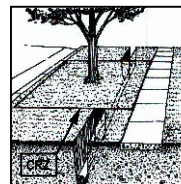


- NOTES:
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 2. Filter fabric shall meet the requirements of material specification 592 Geotextile based upon performance needed.
 3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2' x 2' nominal size.

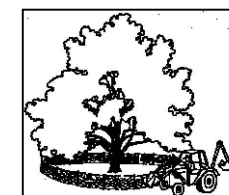
Project	Date	STANDARD DWG. NO.
Designed	Date	IUM-620
Checked	Date	SHEET 3 OF 3
Approved	Date	DATE: 3-16-12

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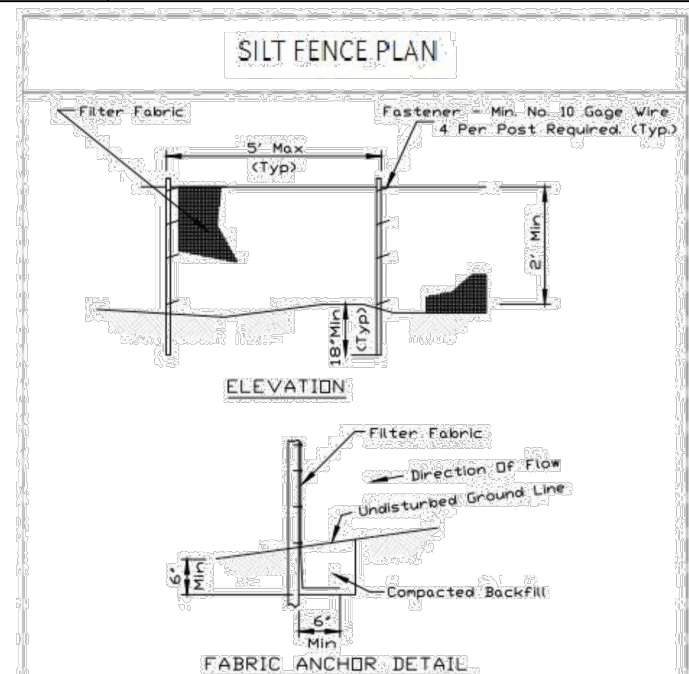
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For more information, contact the Forestry Division at 434-5475 or 434-5476.



N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07		J.M.L.	M.D.M.	PARKWAY TREE PROTECTION REQUIREMENTS
	03/25/11		S.A.V.	A.J.S.	
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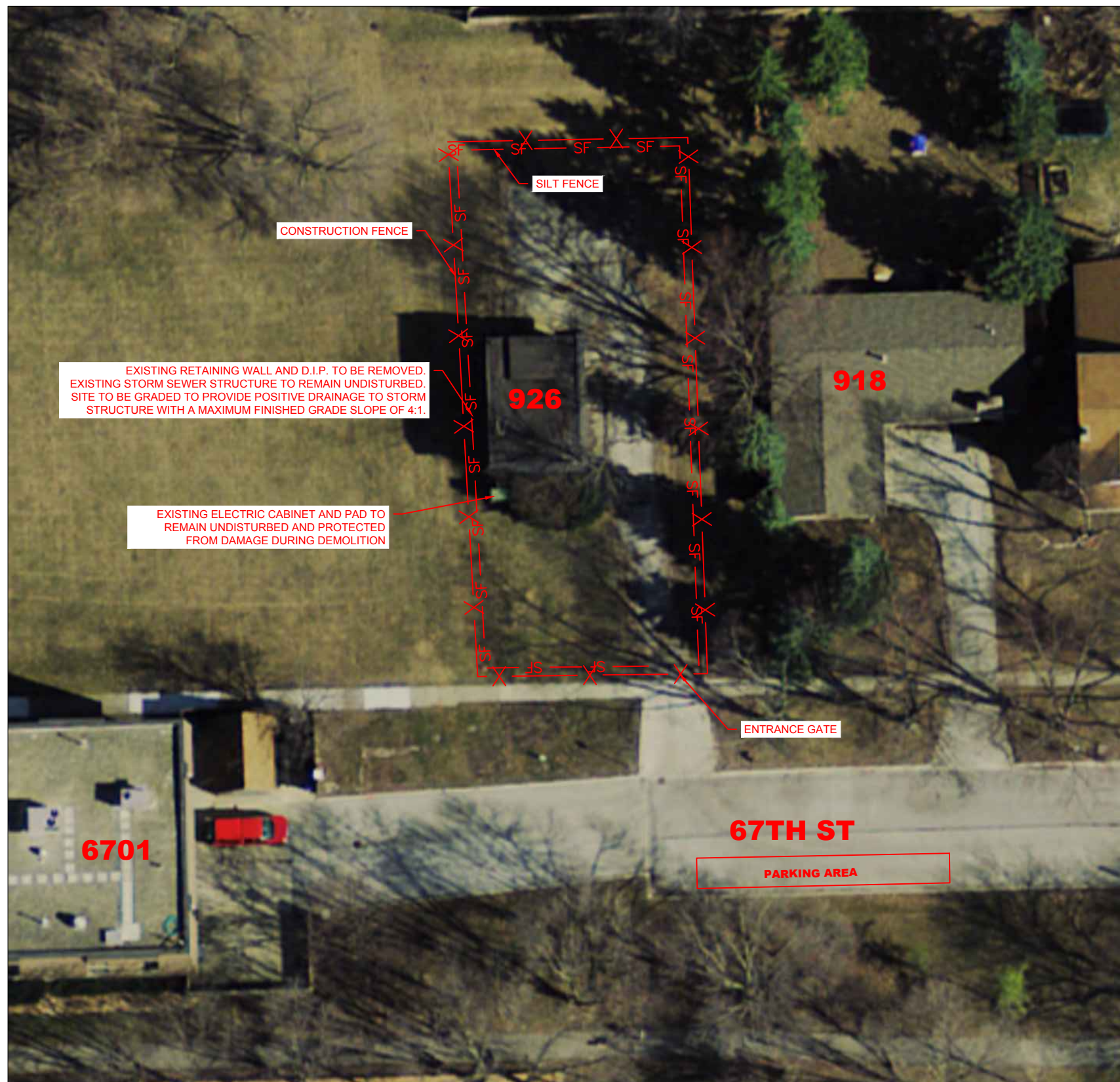
DRAWING NO. TRE-01
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- NOTES:
1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 2. Filter fabric shall meet the requirements of material specification 592 Geotextile based upon performance needed.
 3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 2' x 2' nominal size.

Project	Date	DESIGNED	DATE
Checked	Date	DRAWN	DATE
Approved	Date	CHECKED	DATE

926 67TH ST DEMOLITION FENCE AND PARKING PLAN FOR RETURN TO GREENSPACE



EXISTING RETAINING WALL AND D.I.P. TO BE REMOVED. EXISTING STORM SEWER STRUCTURE TO REMAIN UNDISTURBED. SITE TO BE GRADED TO PROVIDE POSITIVE DRAINAGE TO STORM STRUCTURE WITH A MAXIMUM FINISHED GRADE SLOPE OF 4:1.

EXISTING ELECTRIC CABINET AND PAD TO REMAIN UNDISTURBED AND PROTECTED FROM DAMAGE DURING DEMOLITION

Erosion Control Notes

- The sediment and erosion control devices shall be functional before any land is disturbed on the site.
- Stockpiles of soil shall not be located within special management areas.
- Sediment and erosion control shall be provided for any soil stockpile if it is to remain in place for more than three days.
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- A stabilized construction entrance shall be provided to prevent the deposition of soil onto public or private roadways. Any soil reaching a public or private roadway shall be removed before the end of each workday.
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General Notes

- The existing driveway and driveway approach will also be removed (after being used to access the site) and restored to green space, with sod in the right-of-way. VODG 17.18
- All areas within the ROW shall be restored with sod. VODG 19.40

APPENDIX B

See following page.



E n v i r o n m e n t a l C o n s u l t i n g G r o u p , I n c .

May 24, 2017

Mr. John Welch
Downers Grove Public Works
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re: **Asbestos Materials Testing Report**
 Inspection Prior to Demolition
 5639 Webster Street
 Downers Grove, Illinois

Dear Mr. Welch:

In response to your request, Environmental Consulting Group, Inc. (ECG) has completed testing of suspect asbestos-containing materials (ACMs). The samples were collected from the one-story house and detached garage located at 5639 Webster Street, in Downers Grove, Illinois. This report provides an executive summary, an outline of the scope-of-work, and analytical results for the materials tested.

1.0 Executive Summary

On May 17, 2017, ECG collected 33 samples of suspect asbestos-containing materials (ACMs) from the subject house. **The results of testing showed that the following building material sampled is classified as an ACM:**

- **Light green stick on flooring – Kitchen**

Mr. John Welch
 May 24, 2017
 Page 2

2.0 Scope-of-Work

The scope-of-work for this project included testing suspect ACMs prior to demolition of the house. ECG representative Mr. Thad Ryniak completed the sampling on May 17, 2017.

ECG certifications are located in Attachment A.

3.0 Analytical Testing

Samples were sent for analysis to EMSL Analytical, Inc. (EMSL), located in Hillside, Illinois. EMSL is recognized under the National Voluntary Laboratory Accreditation Program (NVLAP) as Laboratory #200399-0. Samples were analyzed by Polarized Light Microscopy (PLM). PLM is an Environmental Protection Agency (EPA)-recognized method for determining asbestos content in bulk samples.

Analytical results and laboratory certifications are located in Attachment B. Photographs of the materials sampled are located in Attachment C.

4.0 Inspection Results

The U.S. Environmental Protection Agency (EPA) defines asbestos-containing materials (ACMs) as those materials containing greater than 1% asbestos by weight.

Below is a table of quantities of identified ACMs found during this inspection.

Asbestos-Containing Materials	Quantity (Sq. ft.)	Friability
Light green stick on flooring	~ 200	Non-Friable

The table in Attachment D summarizes the results of the inspection.

Mr. John Welch
May 24, 2017
Page 3

5.0 Conclusions

On May 17, 2017, a total of 33 samples of suspect asbestos-containing materials were collected from the house located at 5639 Webster Street, in Downers Grove, Illinois. **The results of testing showed that the following building material sampled is classified as an ACM:**

- **Light green stick on flooring – Kitchen**

If you have any questions or comments, please contact our office.

Sincerely,

ENVIRONMENTAL CONSULTING GROUP, INC.




Thad J. Ryniak
Project Manager

Attachments

Attachment A – ECG Certifications
Attachment B – Analytical Results and Lab Certifications
Attachment C – Photographs
Attachment D – Bulk Sampling Results Table


Attachment A
ECG Certifications

ASBESTOS PROFESSIONAL LICENSE



ID NUMBER **ISSUED** **EXPIRES**
100 - 09551 **2/7/2017** **05/15/2018**

THAD J RYNIAK
 400 VILLAGE CIRCLE #302
 WILLOW SPRINGS, IL 60480



Environmental Health

ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/11/2017
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/12/2017

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.

2016



OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Thad Ryniak

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 11/11/2016

Exam Date: 11/11/2016

Expiration Date: 11/11/2017

Certificate Number: BIR1611114080


Kathy DeSalvo, Director

Attachment B

Analytical Results and Lab Certifications



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261704185

Customer ID: ENCG51

Customer PO:

Project ID:

Attention: Thad Ryniak
Environmental Consulting Group
105 South York Street
Suite 250
Elmhurst, IL 60126

Phone: (312) 907-3535

Fax: (630) 607-0650

Received Date: 05/19/2017 10:14 AM

Analysis Date: 05/22/2017

Collected Date:

Project: VILLAGE OF DOWNERS GROVE 5639 WEBSTER STREET A172414-519

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
TR0517-01 261704185-0001	KITCHEN 1ST FLOOR - WHITE PLASTER TOP COAT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-02 261704185-0002	SUN ROOM 1ST FLOOR - WHITE PLASTER TOP COAT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-03 261704185-0003	LIVING ROOM 1ST FLOOR - WHITE PLASTER TOP COAT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-04 261704185-0004	KITCHEN 1ST FLOOR - GRAY PLASTER BOTTOM COAT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-05 261704185-0005	SUN ROOM 1ST FLOOR - GRAY PLASTER BOTTOM COAT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-06 261704185-0006	LIVING ROOM 1ST FLOOR - GRAY PLASTER BOTTOM COAT	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-07 261704185-0007	KITCHEN 1ST FLOOR - WHITE DRYWALL WALL	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
TR0517-08 261704185-0008	SUN ROOM 1ST FLOOR - WHITE DRYWALL WALL	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
TR0517-09 261704185-0009	BEDROOM 2ND FLOOR - WHITE DRYWALL WALL	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
TR0517-10 261704185-0010	KITCHEN 1ST FLOOR - WHITE DRYWALL COMPOUND	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-11 261704185-0011	DINING ROOM 1ST FLOOR - WHITE DRYWALL COMPOUND	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-12 261704185-0012	SUN ROOM 1ST FLOOR - WHITE DRYWALL COMPOUND	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-13 261704185-0013	KITCHEN 1ST FLOOR - GREEN FLOOR TILE	Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-14 261704185-0014	KITCHEN 1ST FLOOR - BLACK TAR PAPER UNDER SAMPLE 13	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected

Initial report from: 05/22/2017 12:28:12



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EMSL Order: 261704185

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
TR0517-15 261704185-0015	KITCHEN 1ST FLOOR - LIGHT GREEN STICK ON FLOOR	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
TR0517-16 261704185-0016	KITCHEN 1ST FLOOR - WHITE MASTIC UNDER SAMPLE #15	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-17 261704185-0017	HALLWAY 2ND FLOOR - ORANGE SHEET FLOORING	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-18 261704185-0018	BEDROOM 2ND FLOOR - ORANGE SHEET FLOORING	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-19 261704185-0019	HALLWAY 2ND FLOOR - ORANGE SHEET FLOORING	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-20 261704185-0020	BEDROOM 2ND FLOOR - BLACK TAR PAPER UNDER SAMPLE 17	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
TR0517-21 261704185-0021	BEDROOM 2ND FLOOR - BLACK TAR PAPER UNDER SAMPLE 18	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
TR0517-22 261704185-0022	BEDROOM 2ND FLOOR - BLACK TAR PAPER UNDER SAMPLE 19	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
TR0517-23 261704185-0023	ATTIC - ATTIC INSULATION	Gray Fibrous Homogeneous	90% Min. Wool	10% Non-fibrous (Other)	None Detected
TR0517-24 261704185-0024	BATHROOM 2ND FLOOR - BLACK TAR PAPER	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
TR0517-25 261704185-0025	BASEMENT - 12"X12" BROWN/GRAY FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-26 261704185-0026	BASEMENT - WHITE MASTIC UNDER SAMPLE 25	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-27 261704185-0027	HOUSE - GREEN ROOF SHINGLE	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
TR0517-28 261704185-0028	HOUSE - GRAY ROOF SHINGLG	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
TR0517-29 261704185-0029	GARAGE - GRAY ROOF SHINGLG	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
TR0517-30 261704185-0030	GARAGE - WHITE DRYWALL CEILING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-31 261704185-0031	GARAGE - WHITE DRYWALL COMPOUND	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 05/22/2017 12:28:12



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EMSL Order: 261704185

Customer ID: ENCG51

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
TR0517-32	HOUSE EXTERIOR - WHITE WINDOW	White Non-Fibrous		100% Non-fibrous (Other)	None Detected
261704185-0032	CAULK	Homogeneous			
TR0517-33	HOUSE EXTERIOR ONE SMALL 2ND	Gray Non-Fibrous		100% Non-fibrous (Other)	None Detected
261704185-0033	FLOOR FRONT WINDOW - WHITE WINDOW GLAZING	Homogeneous			

Analyst(s)

Brian Jolly (7)

Christine Stouffer (26)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 05/22/2017 12:28:12

261704185

**Asbestos Bulk Sampling Log
and Chain of Custody Form**

Environmental Consulting Group, Inc.
105 S. York Road, Suite 200
Elmhurst, IL 60126
Phone: (630) 607-0060
Fax: (630) 607-0650



Project Name Village of Downers Grove
Project Location 5639 Webster Street
Date of Collection 5-17-17
ECG Project No. A172414-519

Page: 1 of 2

Chain of Custody Information
Inspector Taking Samples: Thad Ryniak *TR*
Person Delivering at Lab: Thad Ryniak *TR*
Person Receiving at Lab: 5197.10:14 W.
Lab Technician Analyzing: _____
Date of Analysis: _____

Turn Around: Immediate 8 Hrs 12 Hrs 24 Hrs 48 Hrs 72 Hrs 5 Days

Analysis Requested: PLM TEM Other _____

Report Results: ECG Fax E-mail: tryniak@envcg.com Other: _____

Sample No.	Material Description	Location Sampled	Result
TR0517-01	White PLESTER TOP COAT	KITCHEN	NR Floor
TR0517-02	↓	SUP ROOM	
TR0517-03	↓	LIVING ROOM	
TR0517-04	GRAY BOTTOM	KITCHEN	
TR0517-05	↓	SUP ROOM	
TR0517-06	↓	LIVING ROOM	
TR0517-07	White DRYWALL WALL	KITCHEN	
TR0517-08	↓	SUP ROOM	
TR0517-09	↓	BED ROOM	NO Floor
TR0517-10	↓	KITCHEN	NR
TR0517-11	↓	DINING ROOM	
TR0517-12	↓	SUP ROOM	
TR0517-13	GRADED FLOOR TILE	KITCHEN	

↓ 14
Comments: PLASTER TAPE PAPER UNDER SAMPLE 13

4185

Environmental Consulting Group, Inc.
 105 S. York St., Suite 250
 Elmhurst, IL 60126
 Phone: (630) 607-0060
 Fax: (630) 607-0650

Asbestos Bulk Sampling Log
 and Chain of Custody Form

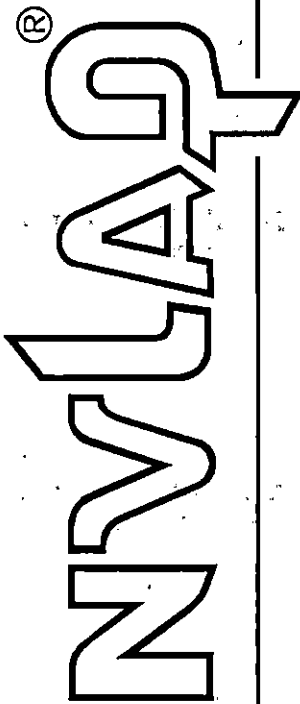
Page: 7 of 7

Chain of Custody Information

Inspector Taking Samples: *RL*

Sample No.	Lab No.	Material Description	Location Sampled	Result
15		Light Green Stick on Flooring	KITCHEN - 1ST FLOOR	
16		White Mastic Under Sample #15	↓ HALLWAY 2ND FLOOR	
17		Orange Sheet Flooring	BEDROOM	
18		↓	↓	
19		↓	↓	
20		Black Tar Paper Under Sample #17	HALLWAY	
21		↓	BEDROOM	
22		↓	↓	
23		Attic Insulation	ATTIC	
24		Black Tar Paper	BATHROOM 2ND FLOOR	
25		2" x 12" Brown/Gray Floor Tile	BASEMENT	
26		White Mastic Under Sample #5	↓	
27		Green Roof Shingle	HOUSE	
28		Gray ↓	↓	
29		↓	GARAGE	
30		White Drywall Ceiling	↓	
31		↓	↓	
32		White Wood Caser	HOUSE EXTERIOR	
33		White Window Glazing	↓	
			ONE SMALL 2ND FLOOR FRONT WINDOW	

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200399-0

EMSL Analytical Inc.
Hillside, IL

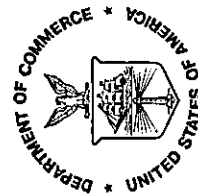
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2017-04-01 through 2018-03-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program

Attachment C

Photographs



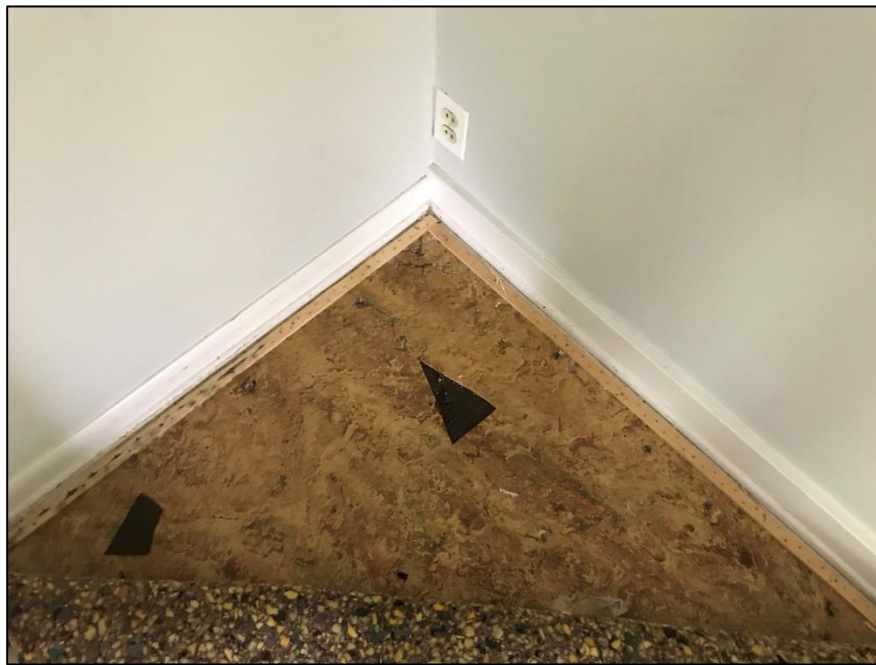
Photograph 1 – A view of the house at 5639 Webster Street.



Photograph 2 – A view of the green and light green flooring under the wood floor in the kitchen. The light green flooring is asbestos containing.



5639 Webster Street
Downers Grove, Illinois
ECG Project No.: A172414-509



Photograph 3 – A view of the orange sheet flooring under the carpeting on the 2nd floor.



Photograph 4 – A view of the white window glazing on the small 2nd floor front attic window.



5639 Webster Street
Downers Grove, Illinois
ECG Project No.: A172414-509



Photograph 5 – A view of the exterior of the garage.



Photograph 6 – A view of the interior of the garage.



5639 Webster Street
Downers Grove, Illinois
ECG Project No.: A172414-509

Attachment D

Bulk Sampling Results Table



Prepared by: ECG

Asbestos Results Summary Table

5639 Webster Street
Downers Grove, Illinois

Sample ID	Material Sampled	Location	% Asbestos
TR0517-01	White plaster top coat	1st floor - kitchen	None Detected
TR0517-02	White plaster top coat	1st floor - sun room	None Detected
TR0517-03	White plaster top coat	1st floor - living room	None Detected
TR0517-04	Gray plaster bottom coat	1st floor - kitchen	None Detected
TR0517-05	Gray plaster bottom coat	1st floor - sun room	None Detected
TR0517-06	Gray plaster bottom coat	1st floor - living room	None Detected
TR0517-07	White drywall wall	1st floor - kitchen	None Detected
TR0517-08	White drywall wall	1st floor - sun room	None Detected
TR0517-09	White drywall wall	2nd floor - bedroom	None Detected
TR0517-10	White drywall compound	1st floor - kitchen	None Detected
TR0517-11	White drywall compound	1st floor - dining room	None Detected
TR0517-12	White drywall compound	1st floor - sun room	None Detected
TR0517-13	Green floor tile	1st floor - kitchen	None Detected
TR0517-14	Black tar paper under sample #13	1st floor - kitchen	None Detected



Asbestos Results Summary Table

5639 Webster Street
Downers Grove, Illinois

Sample ID	Material Sampled	Location	% Asbestos
TR0517-15	Light green stick on floor tile	1st floor - kitchen	2% Chrysotile
TR0517-16	White mastic under sample #15	1st floor - kitchen	None Detected
TR0517-17	Orange sheet flooring	2nd floor - hallway	None Detected
TR0517-18	Orange sheet flooring	2nd floor - bedroom	None Detected
TR0517-19	Orange sheet flooring	2nd floor - bedroom	None Detected
TR0517-20	Black tar paper under sample #17	2nd floor - hallway	None Detected
TR0517-21	Black tar paper under sample #18	2nd floor - bedroom	None Detected
TR0517-22	Black tar paper under sample #19	2nd floor - bedroom	None Detected
TR0517-23	Gray attic insulation	Attic	None Detected
TR0517-24	Black tart paper	2nd floor - bathroom	None Detected
TR0517-25	12" x 12" brown/gray floor tile	Basement	None Detected
TR0517-26	White mastic under sample #25	Basement	None Detected
TR0517-27	Green roof shingle	House	None Detected
TR0517-28	Gray roof shingle	House	None Detected
TR0517-29	Gray roof shingle	Garage	None Detected
TR0517-30	White drywall ceiling	Garage	None Detected



Prepared by: ECG

Asbestos Results Summary Table

5639 Webster Street
Downers Grove, Illinois

Sample ID	Material Sampled	Location	% Asbestos
TR0517-31	White drywall compound	Garage	None Detected
TR0517-32	White window caulk	House exterior	None Detected
TR0517-33	White window glazing	House exterior - 2nd floor small front window	2% Chrysotile



E n v i r o n m e n t a l C o n s u l t i n g G r o u p , I n c .

May 24, 2017

Mr. John Welch
Downers Grove Public Works
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re: **Asbestos Materials Testing Report**
 Inspection Prior to Demolition
 926 67th Street
 Downers Grove, Illinois

Dear Mr. Welch:

In response to your request, Environmental Consulting Group, Inc. (ECG) has completed testing of suspect asbestos-containing materials (ACMs). The samples were collected from the one-story building located at 926 67th Street, in Downers Grove, Illinois. This report provides an executive summary, an outline of the scope-of-work, and analytical results for the materials tested.

1.0 Executive Summary

On May 17, 2017, ECG collected 28 samples of suspect asbestos-containing materials (ACMs) from the subject building. **The results of testing showed that the following building materials sampled are classified as ACMs:**

- **Black roof shingles – Building exterior**
- **Gray roof shingles – Building exterior**
- **Black roof caulk/patch – Rooftop**
- **White drywall compound – Throughout building**
- **Beige interior and exterior door caulk – All doors**

Mr. John Welch
 May 24, 2017
 Page 2

2.0 Scope-of-Work

The scope-of-work for this project included testing suspect ACMs prior to demolition of the house. ECG representative Mr. Thad Ryniak completed the sampling on May 17, 2017.

ECG certifications are located in Attachment A.

3.0 Analytical Testing

Samples were sent for analysis to EMSL Analytical, Inc. (EMSL), located in Hillside, Illinois. EMSL is recognized under the National Voluntary Laboratory Accreditation Program (NVLAP) as Laboratory #200399-0. Samples were analyzed by the Polarized Light Microscopy (PLM). PLM is an Environmental Protection Agency (EPA)-recognized method for determining asbestos content in bulk samples.

Analytical results and laboratory certifications are located in Attachment B. Photographs of the materials sampled are located in Attachment C.

4.0 Inspection Results

The U.S. Environmental Protection Agency (EPA) defines asbestos-containing materials (ACMs) as those materials containing greater than 1% asbestos by weight.

Below is a table of quantities of identified ACMs found during this inspection.

Asbestos-Containing Materials	Quantity (Sq. ft.)	Friability
Black roof shingles	~ 500	Non-Friable
Gray roof shingles	~ 500	Non-Friable
Black roof tar/patch	~ 25	Non-Friable
White drywall compound	~ 50	Friable
Beige door caulking	~ 10	Non-Friable

The table in Attachment D summarizes the results of the inspection.

Mr. John Welch
May 24, 2017
Page 3

5.0 Conclusions


On May 17, 2017, a total of 28 samples of suspect asbestos-containing materials were collected from the building located at 926 67th Street, in Downers Grove, Illinois. **The results of testing showed that the following building materials sampled are classified as ACMs:**

- **Black roof shingles – Building exterior**
- **Gray roof shingles – Building exterior**
- **Black roof caulk/patch – Rooftop**
- **White drywall compound – Throughout building**
- **Beige interior and exterior door caulk – All doors**

If you have any questions or comments, please contact our office.

Sincerely,

ENVIRONMENTAL CONSULTING GROUP, INC.



Thad J. Ryniak
Project Manager

Attachments

- Attachment A – ECG Certifications
- Attachment B – Analytical Results and Lab Certifications
- Attachment C – Photographs
- Attachment D – Bulk Sampling Results Table

Attachment A
ECG Certifications


ASBESTOS PROFESSIONAL LICENSE

IDPH ILLINOIS DEPARTMENT OF PUBLIC HEALTH

ID NUMBER	ISSUED	EXPIRES
100 - 09551	2/7/2017	05/15/2018

THAD J RYNIAK
 400 VILLAGE CIRCLE #302
 WILLOW SPRINGS, IL 60480

Environmental Health



ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/11/2017
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/12/2017

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.

2016



OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Thad Ryniak

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 11/11/2016

Exam Date: 11/11/2016

Expiration Date: 11/11/2017

Certificate Number: BIR1611114080


Kathy DeSalvo, Director

Attachment B

Analytical Results and Lab Certifications



EMSL Analytical, Inc.

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Attention: Thad Ryniak
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 105 South York Street
 Suite 250
 Elmhurst, IL 60126

Phone: (312) 907-3535

Fax: (630) 607-0650

Received Date: 05/19/2017 10:13 AM

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Collected Date:

Project: VILLAGE OF DOWNERS GROVE 926 67TH STREET A172414-519

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
TR0517-101 261704181-0001	ROOF TOP WEST - BLACK ROOF SHINGLE	Black Non-Fibrous Homogeneous	20% Cellulose	77% Non-fibrous (Other)	3% Chrysotile
TR0517-102 261704181-0002	ROOF TOP EAST - GRAY ROOF SHINGLE	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
TR0517-103 261704181-0003	ROOF TOP WEST - BLACK ROOF TAR PAPER	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
TR0517-104 261704181-0004	ROOF TOP EAST - BLACK ROOF TAR PAPER	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
TR0517-105 261704181-0005	ROOF TOP NORTH - BLACK ROOF FIELD	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-106 261704181-0006	ROOF TOP SOUTH - BLACK ROOF FIELD	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-107 261704181-0007	ROOF TOP WEST - BLACK ROOF FIELD	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-108 261704181-0008	ROOF TOP NORTH RAISED ROOF - BLACK ROOF	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-109-Flashing 261704181-0009	ROOF TOP SOUTH - BLACK ROOF FLASHING	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
TR0517-109-Insulation 261704181-0009A	ROOF TOP SOUTH - BLACK ROOF FLASHING	Brown Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
TR0517-110-Flashing 261704181-0010	ROOF TOP WEST - BLACK ROOF FLASHING	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
TR0517-110-Insulation 261704181-0010A	ROOF TOP WEST - BLACK ROOF FLASHING	Brown Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
TR0517-111-Flashing 261704181-0011	ROOF TOP NORTH - BLACK ROOF FLASHING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TR0517-111-Insulation 261704181-0011A	ROOF TOP NORTH - BLACK ROOF FLASHING	Brown Fibrous Homogeneous	70% Cellulose	20% Perlite 10% Non-fibrous (Other)	None Detected
TR0517-112 261704181-0012	ROOF TOP SOUTH - BLACK ROOF CAULKING	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
TR0517-113 261704181-0013	ROOF TOP WEST - BLACK ROOF CAULKING	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile

Initial report from: 05/22/2017 12:52:17


EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
TR0517-114 261704181-0014	ROOF TOP WEST - BLACK ROOF CAULKING	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
TR0517-115 261704181-0015	MAIN BUILDING - WHITE CEILING INSULATION	White Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
TR0517-116 261704181-0016	MAIN BUILDING - WHITE CEILING INSULATION	White Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
TR0517-117 261704181-0017	MAIN BUILDING - WHITE CEILING INSULATION	White Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
TR0517-118 261704181-0018	MAIN BUILDING - WHITE DRYWALL CEILING	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
TR0517-119 261704181-0019	MAIN BUILDING - WHITE DRYWALL CEILING	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
TR0517-120 261704181-0020	MAIN BUILDING - WHITE DRYWALL CEILING	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
TR0517-121 261704181-0021	MAIN BUILDING - WHITE DRYWALL COMPOUND	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
TR0517-122 261704181-0022	MAIN BUILDING - WHITE DRYWALL COMPOUND	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
TR0517-123 261704181-0023	MAIN BUILDING - WHITE DRYWALL COMPOUND	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
TR0517-124 261704181-0024	MAIN BUILDING INTERIOR - BEIGE DOOR CAULK	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
TR0517-125 261704181-0025	MAIN BUILDING EXTERIOR - BEIGE DOOR CAULK	White Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile

Analyst(s)

Brian Jolly (19)

Christine Stouffer (9)

 James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 05/22/2017 12:52:17

261704181

EG-8

Environmental Consulting Group, Inc.
105 S. York Road., Suite 200
Elmhurst, IL 60126
Phone: (630) 607-0060
Fax: (630) 607-0650

**Asbestos Bulk Sampling Log
and Chain of Custody Form**

Page: 1 of 1

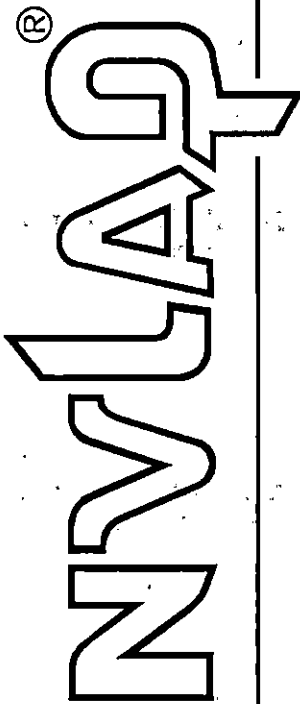
Chain of Custody Information

Inspector Taking Samples: Thad Ryniak GA
 Person Delivering at Lab: Thad Ryniak TR
 Person Receiving at Lab: 10.13.5.19.17.W
 Lab Technician Analyzing: _____

Date of Analysis: _____
 Turn Around: Immediate 8 Hrs 12 Hrs 24 Hrs 48 Hrs 72 Hrs 5 Days
 Analysis Requested: PLM TEM
 Report Results: ECG Fax E-mail: tryniak@envcg.com Other: _____

Sample No.	Material Description	Location Sampled	Result
TR0517-101	BLACK ROOF SHINGLE	ROOF TOP	
TR0517-102	GAM	WEST	
TR0517-103	BLACK	EAST	
TR0517-104	TAR PAPER	WEST	
TR0517-105		EAST	
TR0517-106	FIELD	NORTH	
TR0517-107		SOUTH	
TR0517-108		WEST	
TR0517-109	FIELD	NORTH RAISED ROOF	
TR0517-110	F FASHION	SOUTH	
TR0517-111		WEST	
TR0517-112		NORTH	
TR0517-113	LANDING	SOUTH	
114		WEST	
Comments:			

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200399-0

EMSL Analytical Inc.
Hillside, IL

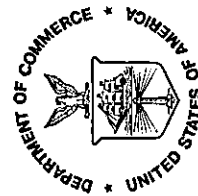
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2017-04-01 through 2018-03-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program

Attachment C

Photographs



Photograph 1 – A view of the building at 926 67th Street.



Photograph 2 – A view of the interior of the building showing the drywall ceiling and the asbestos containing drywall compound.



926 67th Street
Downers Grove, Illinois
ECG Project No.: A172414-509



Photograph 3 – A view of the asbestos containing beige interior door caulk.



Photograph 4 – A view of the rooftop showing the asbestos containing shingles.



926 67th Street
Downers Grove, Illinois
ECG Project No.: A172414-509



Photograph 5 – A view of the asbestos containing black roof tar patch on the roof.



Photograph 6 – A view of the interior of the building showing the drywall ceiling and the asbestos containing drywall compound.



926 67th Street
Downers Grove, Illinois
ECG Project No.: A172414-509

Attachment D

Bulk Sampling Results Table



Asbestos Results Summary Table

926 67th Street
Downers Grove, Illinois

Sample ID	Material Sampled	Location	% Asbestos
TR0517-101	Black roof shingle	Rooftop - West	3% Chrysotile
TR0517-102	Gray roof shingle	Rooftop - East	3% Chrysotile
TR0517-103	Black tar paper	Rooftop - West	None Detected
TR0517-104	Black tar paper	Rooftop - East	None Detected
TR0517-105	Black roof field	Rooftop - North	None Detected
TR0517-106	Black roof field	Rooftop - South	None Detected
TR0517-107	Black roof field	Rooftop - West	None Detected
TR0517-108	Black roof field	Rooftop - North raised roof	None Detected
TR0517-109	Black roof flashing	Rooftop - South	None Detected
TR0517-110	Black roof flashing	Rooftop - West	None Detected
TR0517-111	Black roof flashing	Rooftop - North	None Detected
TR0517-112	Black roof caulking	Rooftop - South	5% Chrysotile
TR0517-113	Black roof caulking	Rooftop - West	5% Chrysotile
TR0517-114	Black roof caulking	Rooftop - West	5% Chrysotile



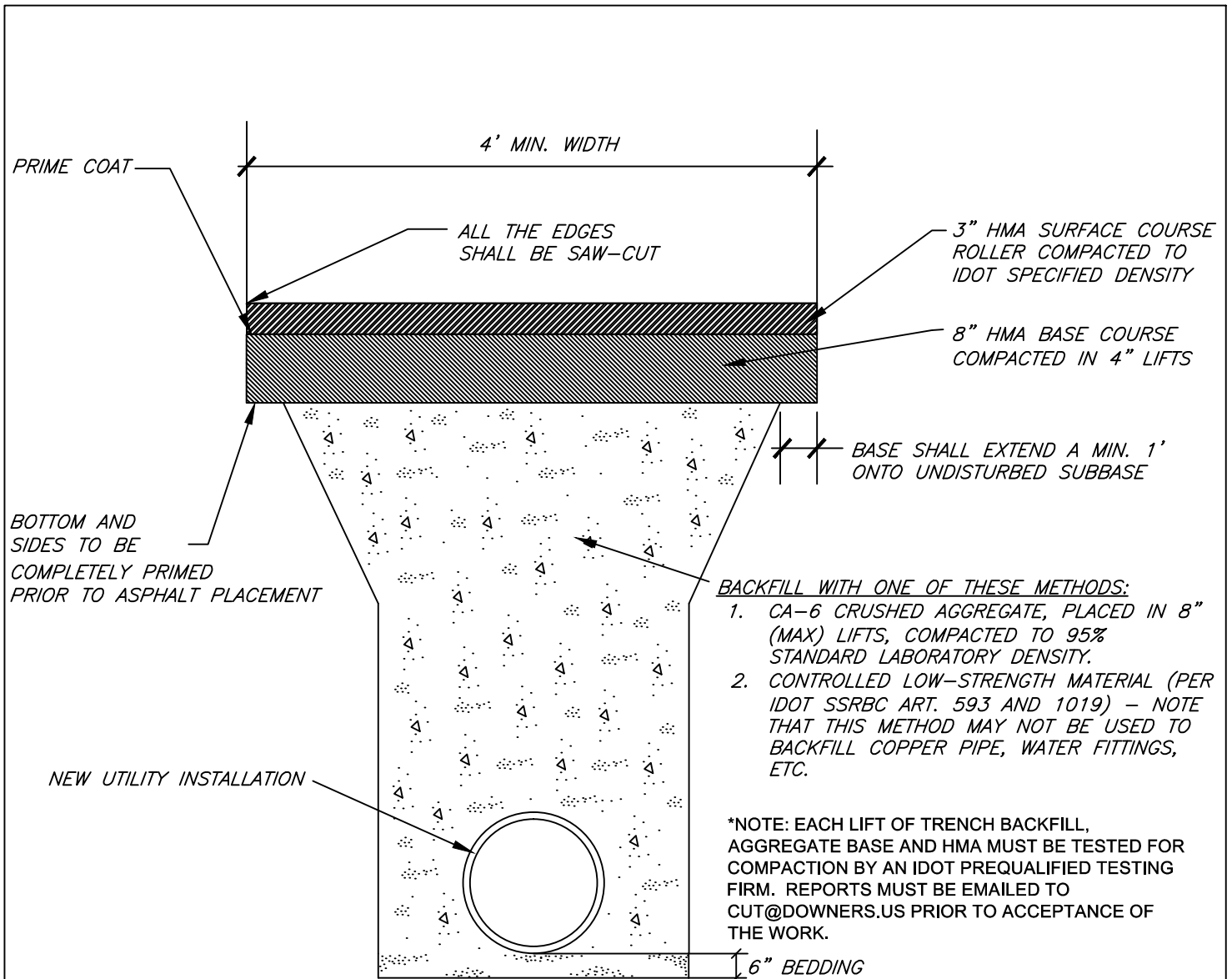
Asbestos Results Summary Table

926 67th Street
Downers Grove, Illinois

Sample ID	Material Sampled	Location	% Asbestos
TR0517-115	White ceiling insulation	Main building	None Detected
TR0517-116	White ceiling insulation	Main building	None Detected
TR0517-117	White ceiling insulation	Main building	None Detected
TR0517-118	White drywall ceiling	Main building	None Detected
TR0517-119	White drywall ceiling	Main building	None Detected
TR0517-120	White drywall ceiling	Main building	None Detected
TR0517-121	White drywall compound	Main building	2% Chrysotile
TR0517-122	White drywall compound	Main building	3% Chrysotile
TR0517-123	White drywall compound	Main building	2% Chrysotile
TR0517-124	Beige door caulk	Interior	3% Chrysotile
TR0517-125	Beige door caulk	Exterior	5% Chrysotile


APPENDIX C

See following page.



NOTES

- * ALL CONSTRUCTION MATERIALS AND METHODS SHALL COMPLY WITH THE LATEST VERSION OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN THE STATE OF ILLINOIS" AND THE "STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION", UNLESS OTHERWISE SPECIFIED HEREIN, OR BY THE DIRECTOR OF PUBLIC WORKS.
- * ALL ROADWAYS SHALL REMAIN OPEN TO TRAFFIC WITH AT LEAST 1/2 THE WIDTH.
- * IF MORE THAN 30% OF THE ROADWAY WIDTH IS AFFECTED, THE ENTIRE WIDTH OF THE ROADWAY MUST BE RESURFACED.
- * ALL STREET OPENINGS MUST BE FULLY RESTORED WITHIN TEN DAYS.
- * REFER TO CONDITIONS OF THE PERMIT AND CHAPTER 19 OF THE VILLAGE CODE FOR ADDITIONAL REQUIREMENTS.

N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07		J.M.L.	M.D.M.	<p style="font-size: 2em; font-family: cursive;">STREET OPENING BITUMINOUS</p>
	03/25/11		S.A.V.	A.J.S.	
	03/01/15		A.J.S.	A.J.S.	
	01/01/17		N.R.H.	J.M.W.	
DRAWING NO. PVT-17					
I:\LIBRARY\DETAILS\PAVEMENT\PVT-17					


AIA[®] Document A305[™] – 1986
Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

Village of Downers Grove

ADDRESS:
SUBMITTED BY:

NAME: KLF Enterprises

ADDRESS: 2044 W 163rd St Suite 2
Markham, IL 60428

PRINCIPAL OFFICE:

- Corporation
 Partnership
 Individual
 Joint Venture
 Other

NAME OF PROJECT (if applicable):

TYPE OF WORK (file separate form for each Classification of Work):

- General Construction
 HVAC
 Electrical
 Plumbing
 Other (please specify)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?
14 years

§ 1.2 How many years has your organization been in business under its present business name?
14 years

§ 1.2.1 Under what other or former names has your organization operated?

KLF Trucking

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

2/22/2000

§ 1.3.2 State of incorporation:

Illinois

§ 1.3.3 President's name:

James Bracken

§ 1.3.4 Vice-president's name(s)

James Bracken

§ 1.3.5 Secretary's name:

Kelly Bracken

§ 1.3.6 Treasurer's name:

Kelly Bracken

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Cook County, Will County, DuPage County, McHenry County, Lake County, City of Chicago,
City of Markham, Village of Riverdale, Village of Westmont, etc.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
Illinois (Chicagoland area)

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Demolition, excavation, trucking, transfer station, site work and restoration

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

\$500,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$4.5 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4. REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

PNC Bank
2021 Spring Rd
Oak Brook, IL 60523

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:
Allegheny Casualty Company
1560 Wall St Ste 207
Naperville, IL 60563

§ 4.3.2 Name and address of agent:
Robert Walker/RAM Insurance Company
16614 W 159th St #303
Lockport, IL 60441

§ 5. FINANCING

§ 5.1 Financial Statement. See attached

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

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User Notes:

(2533789901)

KCM Accounting
 11516 W 183rd St Unit NE
 Orland Park, IL 60467

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?
 Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this _____ day of _____

Name of Organization: KLF Enterprises

By: James Bracken

Title: President

§ 6.2

_____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20____

Notary Public:

My Commission Expires:

KCM Accounting Inc.
11516 W 183rd St Ste NE
Orland Park, IL 60467
708-478-0305

To the Board of Directors
K.L.F. ENTERPRISES, INC.
2300 W 167TH ST

MARKHAM, IL

We have compiled the accompanying balance sheet of K.L.F. ENTERPRISES, INC. as of December 31, 2015, and the related statements of income for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statements of retained earnings and changes in financial position required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Respectfully Submitted,

Kimberly Knippel, EA

April 29, 2016

Financial Reports

K.L.F. ENTERPRISES, INC.
BALANCE SHEET
As of December 31, 2015

ASSETS

CURRENT ASSETS

CASH IN BANK	\$ 415.41
5/3RD BANK	3,802.50
PNC BANK	65,724.40
ACCOUNTS RECEIVABLE	1,754,359.40
ALLOWANCE FOR BAD DEBTS	<u>2.00</u>

TOTAL CURRENT ASSETS 1,824,303.71

FIXED ASSETS

MACHINERY & EQUIPMENT	1,062,007.86
EQUIPMENT - OTHER	78,835.38
LEASEHOLD IMPROVEMENTS	259,854.78
TRUCKS, TRAILERS & VEHICLES	1,401,113.92
LESS:ALLOW. FOR DEPRECIATION	<u>(2,456,586.93)</u>

TOTAL FIXED ASSETS 345,225.01

OTHER ASSETS

LOAN TO EMPLOYEE	13,008.21
DUE FROM BRACKENBOX	(2,540,368.10)
DUE TO HMB	278,052.69
DUE TO 2300 W 167TH	(516,847.71)
DUE TO MTR	2,302,733.83
DUE TO BRACKEN MGT	(145,152.27)
DUE TO UTS	438,001.76
DUE TO KANKAKEE RECYL	1,000.00
DUE TO UTILITY HYDRO	11,000.00
DUE FROM SHAREHOLDER	<u>(150,764.24)</u>

TOTAL OTHER ASSETS (309,335.83)

TOTAL ASSETS \$ 1,860,192.89

See Accountants' Compilation Report

K.L.F. ENTERPRISES, INC.
BALANCE SHEET
As of December 31, 2015

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES	
ACCOUNTS PAYABLE	\$ 419,428.65
ACCRUED FED. PAYROLL TAXES	3,554.90
ACCRUED STATE PAYROLL TAXES	478.52
FEDERAL UNEMPLOYMENT TAX	87.80
STATE UNEMPLOYMENT TAX	<u>1,222.63</u>
TOTAL CURRENT LIABILITIES	<u>424,772.50</u>
LONG-TERM LIABILITIES	
PNC LOAN #7596	205,000.00
PNC LOAN - 6235	179,166.65
PNC LOAN - 2374	193,049.63
N/P - DIRECT CAPITAL	65,120.38
GE CAPITAL (2187.83)	41,568.77
N/P - ALLY GMC SIERRA 2015 (1025.9	40,535.91
N/P - PROFICIO BANK	<u>122,271.16</u>
TOTAL LONG-TERM LIABILITIES	<u>846,712.50</u>
TOTAL LIABILITIES	<u>1,271,485.00</u>
EQUITY	
CAPITAL STOCK	1,000.00
RETAINED EARNINGS	(86,810.26)
NET INCOME (LOSS)	<u>674,518.15</u>
TOTAL EQUITY	<u>588,707.89</u>
TOTAL LIABILITIES & EQUITY	<u>\$ 1,860,192.89</u>

See Accountants' Compilation Report

K.L.F. ENTERPRISES, INC. INCOME STATEMENT

12 Months Ended
December 31, 2015

Sales	
GROSS REVENUE - TRUCKING	\$ 7,302,343.02
GROSS REVENUE - CONSTRU	182,618.35
OTHER TRUCKING INCOME	145,859.45
Less Returns & Allowances	<u>0.00</u>
Total Sales	<u>7,630,820.82</u>
Cost of Goods Sold	
MATERIALS & SUPPLIES	1,032,323.17
YARD MAINTENANCE	23,414.92
FUEL & OIL	600,000.00
OVERWEIGHT FEES	814.00
LICENSE & PERMITS	2,002.51
TIRES	3,289.43
TRUCK MAINTENANCE	137,297.90
DISPOSAL FEES	183,233.34
OUTSIDE LABOR & CONTRACT	2,666,889.57
TRUCK SERV & REPR	669.51
TRUCK PLATES	1,842.00
DIRECT LABOR	<u>685,487.67</u>
Total Cost of Goods Sold	<u>5,337,264.02</u>
Gross Profit	<u>2,293,556.80</u>
Operating Expenses	
VEHICLE MAINTENANCE	8,143.60
FICA TAX	74,308.39
FEDERAL UNEMPLOYMENT TA	798.85
STATE UNEMPLOYMENT TAX	9,323.21
OTHER TAX	2,200.00
UTILITIES	34,162.86
ADVERTISING	1,390.00
BANK & MERCHANT FEES	245.30
BAD DEBT	38,100.35
BID DEPOSIT	110.00
COMPENSATION OF OFFICER	53,000.00
OFFICE WAGES	233,524.42
EQUIPMENT RENTAL	112,356.79
POSTAGE	288.44
LICENSE & FEES	109,978.37
PENSION	1,200.01
RENT	126,000.00
SMALL TOOLS	3,611.80
EQUIPMENT RENTAL	68,989.61
MEDICAL	335.00
OTHER INSURANCE	147,887.19
WORKERS COMP INS	(8,321.00)
OFFICER LIFE INS	47,020.48
HEALTH INSURANCE	256,483.83
INTEREST	139,608.52
PROFESSIONAL FEES	3,325.00
REPAIRS & MAINTENANCE	67,895.00

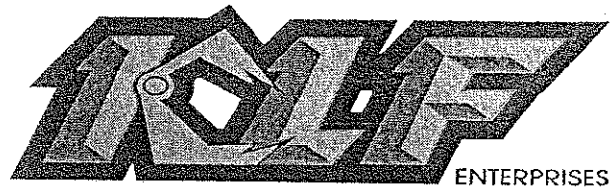
See Accountants' Compilation Report

K.L.F. ENTERPRISES, INC. INCOME STATEMENT

12 Months Ended
December 31, 2015

UNION BENEFITS	209,125.58
MISCELLANEOUS	77,816.92
CONTRIBUTIONS	9,850.00
ACCOUNTING	(120.00)
LEGAL	24,830.53
DEPRECIATION	<u>205,569.57</u>
Total Operating Expenses	<u>2,059,038.65</u>
Operating Income (Loss)	<u>234,518.15</u>
Other Income	
MANAGEMENT FEE	<u>440,000.00</u>
Total Other Income (Loss)	<u>440,000.00</u>
Net Income (Loss)	<u>\$ 674,518.15</u>

See Accountants' Compilation Report

**Completed Work**

1. Name: Village of Glenwood, IL
Address: One Asselborn Way Glenwood, IL
Contact: Kevin Welsh
Phone Number: 708-516-1195
Address of Demolition: 38 E. Main St.
Completion Date: 12/2014

2. Name: City of Calumet City, IL
Address: 204 Pulaski Rd. Calumet City, IL
Contact: Randy Barron
Phone Number: 708-891-8120
Address of Demolition: 248 153rd Pl. & 655 Lincoln
Completion Date: 1/2015

3. Name: Village of Westmont, IL
Address: 31 W. Quincy St. Westmont, IL
Contact: Noriel Noriega
Phone Number: 630-981-6295
Address of Demolition: 415-17 N. Warwick Ave.
Completion Date: 4/2015

4. Name: Village of Northbrook, IL
Address: 1225 Cedar Ln Northbrook, IL
Contact: Nick Desario
Phone Number: 847-664-4053
Address of Demolition: 4050 Pamela Ln.
Completion Date: 4/2015

5. Name: Village of Riverdale, IL
Address: 725 W. 138th St. Riverdale, IL
Contact: Robert Scharnhorst
Phone Number: 708-849-2122
Address of Demolition: 140th & Tracey
Completion Date: 5/2015

6. Name: City of Des Plaines
Address: 1420 Miner St. Des Plaines, IL
Contact: Butch Ehrke
Phone Number: 847-391-6961
Address of Demolition: 2985 Mannheim Rd.
Completion Date: 5/2015

7. Name: Grant Community H.S. Dist. 124
Address: 285 East Grand Ave. Fox Lake, IL
Contact: Diane Papenhouse
Phone Number: 847-841-7727
Address of Demolition: 555 E. Grand Ave.
Completion Date: 8/2015

8. Name: City of Elgin, IL
Address: 150 Dexter Ct. Elgin, IL
Contact: Daina DeNye
Phone Number: 847-931-5604
Address of Demolition: 980 Lavoie & 652 McBride
Completion Date: 7/2015

9. Name: DuPage County
Address: 421 N. County Farm Rd. Wheaton, IL
Contact: Jamie Lock
Phone Number: 630-407-6705
Address of Demolition: 28W210 Warrenville Rd.
Completion Date: 7/2015

10. Name: Village of Hodgkins, IL
Address: 8990 Lyons St. Hodgkins, IL
Contact: James Cainkar
Phone Number: 630-887-8640
Address of Demolition: 6101 East Ave.
Completion Date: 6/2015

11. Name: Village of Lemont
Address: 418 Main St. Lemont, IL
Contact: James Cainkar
Phone Number: 630-887-8640
Address of Demolition: 12775 Main St.
Completion Date: 6/2016

12. Name: City of West Chicago
Address: 475 Main St.
Contact: Tim Wilcox
Phone Number: 630-293-2255
Address of Demolition: 120 Chicago St.
Completion Date: 5/2016
13. Name: Larson Engineering
Address: 1488 Bond St. Suite 100
Contact: Daniel Holt
Phone Number: 630-800-7003
Address of Demolition: 11142 S. Ashland Ave. Chicago, IL
Completion Date: 6/2016
14. Name: Kane County
Address: 719 South Batavia Ave. Geneva, IL
Contact: Spencer Kroning
Phone Number: 630-444-1064
Address of Demolition: 1222 S. Union Aurora & 1386 Pearl Montgomery
Completion Date: 4/2016
15. Name: Cook County Land Bank
Address: 69 W. Washington St. Suite 2938
Contact: Mustafaa Saleh
Phone Number: 312-603-8015
Address of Demolition: Various Addresses (19 Buildings)
Completion Date: 2/2017
16. Name: Village of Lemont
Address: 418 Main St. Lemont, IL
Contact: James Cainkar
Phone Number: 630-887-8640
Address of Demolition: 12775 Main St. Lemont, IL
Completion Date: 6/2016
17. Name: Barrington School Dist. 220
Address: 310 James St. Barrington, IL
Contact: Walter Gaft
Phone Number: 847-821-6219
Address of Demolition: 135 Kelsey Rd. Lake Barrington, IL
Completion Date: 4/2016

18. Name: City of Harvey
Address: 15320 S. Broadway Ave. Harvey, IL
Contact: LaTonya Rufus
Phone Number: 312-206-5018
Address of Demolition: Multiple Commercial Addresses
Completion Date: 5/2016

19. Name: Village of Park Forest
Address: 350 Victory Dr.
Contact: Hildy Kingma
Phone Number: 708-283-5622
Address of Demolition: Demolition of 5 single family houses.
Completion Date: 7/2016

20. Name: City of Aurora, IL
Address: 44 E. Downer Pl. Aurora, IL
Contact: Anne Wilford
Phone Number: 630-701-2245
Address of Demolition: 310 & 330 N. Broadway
Description: Demolition of 2 commercial buildings.
Complete: 6/2016

21. Name: Village of Riverdale
Address: 157 W. 144th St.
Contact: Rob Scharnhorst
Phone Number: 708-446-8952
Address of Demolition: Demolition of 3 apartment buildings.
Completed: 10/2016

22. Name: Lake County Stom Water Management Commission
Address: 500 W. Winchester Rd. Libertyville, IL
Contact: Sharon Osterby
Phone Number: 847-377-7706
Address of Demolition: 9 Various Addresses
Description: Demolition of 9 flood plain properties.
Completed: 11/2016

23. Name: Indian Springs School Dist. 109
Address: 7801 W 75th St, Bridgeview, IL
Contact: Elizabeth Veatch (Architect)
Phone Number: 312-253-3430
Address of Demolition: Demolition of trucking company and site remediation.
Completed: 11/2016

24. Name: Deerfield Park District
Address: 836 Jewett Park Dr.
Contact: Jay Zahn
Phone Number: 847-572-2670
Address of Demolition: Demolition of Apartment Building.
Completed: 1/2017

25. Name: City of Aurora
Address: 44 E. Downers Pl. Aurora, IL
Contact: Alyse Olsen
Phone Number: 630-338-8572
Address of Demolition: Demolition of single family residence and restoration.
Completed: 1/2017



Village of Downers Grove

Contractor Evaluation

Contractor: KLF Enterprises

Project: 4411 Lee Avenue Residential Demolition

Primary Contact: James Bracken Phone: 708-331-4200

Time Period: February 2015 – March 2015

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Completed the demolition with no issues in cold weather. Returned to site to place topsoil, seed and blanket during warmer weather without any difficulties or request additional compensation.

Interaction with public:

Excellent Good Average Poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Reviewers: Nate Hawk

Date: 08/21/15