

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**2/19/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Facilities - Phase II Environmental	Mike Baker Deputy Village Manager

**SYNOPSIS**

A resolution has been prepared to authorize execution of a professional services contract for preparation of a Phase II Environmental Site Assessment (ESA) and Building Hazardous Material Survey as part of the redevelopment of the Civic Center property to True North Consultants, Inc. of Naperville, Illinois in the amount of \$42,603.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 include *Top Quality Infrastructure and Facilities*.

**FISCAL IMPACT**

The FY19 budget does not include funding for the Village facilities project. However, funds for this contract are available in the Major Buildings Fund and Asset Forfeiture Fund. An amendment to the FY19 budget will be required.

**RECOMMENDATION**

Approval on the February 19, 2019 Consent Agenda.

**BACKGROUND**

The Village is pursuing redevelopment of its 8-acre site east of Washington Street, bordered on the north by the BNSF Railroad and on the south by Curtiss Street. Completion of the Phase II Environmental Site Assessment (ESA) and Building Hazardous Material Survey will provide for investigation of certain recognized environmental conditions identified on this property. This assessment will allow for a better understanding of and potential costs associated with any required environmental remediation.

A Phase I ESA was performed for the property by True North Consultants, Inc. in November 2016. True North Consultants, Inc. was previously pre-qualified for environmental engineering services through a Request for Qualifications and has performed work for the Village in recent years with satisfactory results.

The total costs for this work will be split between the Village and Location Finders International (LFI), the developer of the medical office building to be constructed on the site. The cost breakdown for the work is as follows:

- Village of Downers Grove Property                      \$22,277
- LFI (Medical Office Building) Property                      \$20,328

**ATTACHMENTS**

Resolution

Agreement

Consultant Evaluation

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND TRUE NORTH CONSULTANTS, INC.**

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

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and True North Consultants, Inc. (the "Consultant"), for Environmental Consulting Services for the Downers Grove Police Department/Village Hall Project, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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

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

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

## AGREEMENT

This Agreement is made this 19th day of February 2019 by and between True North Consultants, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant to provide Environmental Consulting Services for the Downers Grove Police Station/Village Hall Project within the Village of Downers Grove; and

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

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

### **I. Scope of Services**

Consultant agrees to provide the services in accordance with Appendix A attached hereto and incorporated herein by reference.

### **II. Term of Agreement**

The term of this Agreement shall begin on the date of execution and terminate upon completion.

### **III. Compensation**

#### **A. Basic Fees:**

Fees for these services shall not exceed the amount of provided for in Appendix A attached hereto and incorporated herein by reference. Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

#### **B. Consultant Invoices:**

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

### **C. Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

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

## **IV. General Terms and Conditions**

### **A. Relationship Between the Consultant and the Village**

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

### **B. Equal Employment Opportunity**

In the event of the Consultant'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 Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

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

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

#### **C. Sexual Harassment**

Consultant, as a party to a public contract, has a written sexual harassment policy so that it:

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

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

#### **D. Drug Free Work Place**

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

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

#### **E. Non-Discrimination**

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

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

#### **F. Campaign Disclosure Certificate**

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

#### **G. Patriot Act Compliance**

The Consultant 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 Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

#### **H. Cooperation with FOIA Compliance**

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

## **I. Copyright or Patent Infringement**

The Consultant 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 Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

## **J. Standard of Care**

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

## **V. Insurance and Indemnification of the Village**

### **A. Insurance**

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense

directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

## **B. Indemnification**

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This provision shall survive termination of this Agreement.

## **VI. Miscellaneous Provisions**

### **A. Termination**

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

### **B. Governing Law**

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

### **C. Successors and Assigns**

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

### **D. Waiver of Contract Breach**

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

### **E. Amendment**

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

### **F. Severability of Invalid Provisions**

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

### **G. Assignment**

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

### **H. Notice**

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

Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515

True North Consultants, Inc.  
1000 East Warrenville Rd. Suite 140  
Naperville, IL 60563

**I. Village Ordinances**

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

**J. Use of Village's Name**

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

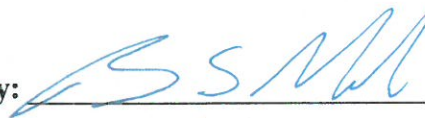
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**Village of Downers Grove**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By:  \_\_\_\_\_

Title: Vice President \_\_\_\_\_

Date: 2/14/19 \_\_\_\_\_

**Exhibit A  
Campaign Disclosure Certificate**

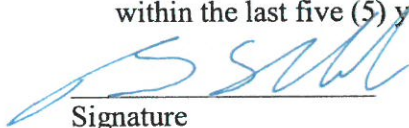
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

By signing this Agreement, Consultant 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:

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



Signature

Brian S Mihalich  
Print Name

- Consultant 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

## Appendix A



1000 East Warrenville Road, Suite 140  
Naperville, Illinois 60563

P : 630 717 2880  
F : 630 689 5881

mail@consulttruenorth.com

February 14, 2019

David Fieldman  
Village Manager  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

**RE: Phase II Environmental Site Assessment & Hazardous Material Survey  
Proposed Civic Center Redevelopment Project  
700, 801, 824 and 825 Burlington Avenue  
Downers Grove, Illinois 60515  
True North Proposal No. T19-080**

Dear Mr. Fieldman:

True North Consultants, Inc. (True North) is pleased to provide the Village of Downers Grove (Client) this proposal to perform a Phase II Environmental Site Assessment (ESA) and Building Hazardous Material Survey for the Proposed Civic Center Redevelopment Project located at 700, 801, 824 and 825 Burlington Avenue in Downers Grove, Illinois (*property*).

## **BACKGROUND**

These services are proposed as part of the environmental due diligence process associated with the *property* which consists of an approximately 10-acre parcel of land identified by five parcel numbers. The *property* is currently developed with four structures; a former residential home (842 Burlington Avenue), Village of Downers Grove Police Department (825 Burlington Avenue), Village Hall (801 Burlington Avenue) and Fleet Garage (700 Burlington Avenue). A Phase I ESA was performed for the *property* by True North in November 2016. Based on the findings of True North's Phase I ESA, a Phase II ESA was recommended for the *property*.

Based on the proposed redevelopment plan and Phase I ESA findings, True North recommends additional investigation or inquiry to evaluate *recognized environmental conditions* identified in the report. Specifically, True North recommends further evaluation into the following conditions:

- The 1927 and 1933 Sanborn maps identifies two gas tanks on the south side of the *property* along Curtiss Street.
- The *property* operated as an industrial facility manufacturing steel bearings from approximately 1947 until 1969.



ENVIRONMENT : DEVELOPMENT : INFRASTRUCTURE

- A triple basin, installed in 1979, is in use and located within the Fleet Garage.
- The *property* has operated as a police station since construction in 1979 and features a practice gun range located in the basement.

It should be noted that the *recognized environmental conditions* associated with the Fleet Garage building will not be evaluated as part of this Phase II ESA as the building will not be affected by the proposed redevelopment activities. Based on these conditions and proposed redevelopment plans, the Client requested a proposal to further evaluate potential environmental impacts at the *property*. The following sections of this proposal present the purpose of the assessment, scope of services, estimated costs, schedule, and limitations.

## SCOPE OF SERVICES

The purpose of the Phase II ESA is to confirm the absence or presence of contamination associated with the identified environmental concerns at the *property*. In addition, a Hazardous Material Survey will be performed to identify the presence of asbestos, lead and other hazardous materials that will be impacted by planned demolition activities. This scope of work was developed based on the findings of the November 2016 Phase I ESA and proposed redevelopment plans. Specifically, True North proposes to:

- Conduct a ground penetrating radar survey survey to investigate the potential presence of two subsurface gas tanks on the south side of the *property* along Curtiss Street and identify subsurface utilities in the vicinity of the proposed soil borings.
- Advance up to 12 soil borings across the *property* to depths ranging between approximately 4 to 25 feet below ground surface (bgs) to evaluate soil and groundwater (if encountered) quality at the *property*.
- Complete of up to 4 soil borings as temporary groundwater monitoring wells to evaluate groundwater (if encountered) quality at the *property*.
- Conduct a hazardous and regulated materials survey of structures to be impacted by planned demolition/renovation activities.

### **Task I: Ground Penetrating Radar Study/Electromagnetic Survey**

Prior to completion of the subsurface investigation, a ground penetrating radar (GPR) survey will be completed. True North will subcontract a qualified GPR contractor to scan the areas surrounding the existing buildings and nearby vicinity. The intent of the GPR study is to identify the potential presence two gas tanks identified in 1927 and 1933 Sanborn maps on the south side of the property along Curtiss Street for which records of removal were not available.



The proposed scan area will be exterior areas with the highest potential for historical UST operations based on the available historical information and Site conditions. The GPR survey will also identify subsurface utilities in the vicinity of the proposed soil borings.

### **Task 2: Subsurface Investigation**

True North will perform a ESA in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, “Tiered Approach to Corrective Action Objectives (742)”, United States Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods,” ASTM E1903-97 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, and Occupational Health & Safety Administration (OSHA) 1910 Standards.

True North will subcontract environmental drilling contractor to perform environmental drilling services. The drilling contractor will be responsible for public utility locates prior to drilling activities. The GPR survey will also be utilized to clear all proposed soil borings.

Up to 12 soil borings and 4 temporary groundwater monitoring wells will be advanced and installed at the *property*. The following table summarizes the soil and groundwater characterization analytical parameters based on the potential environmental concerns at the *property*:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix
Volatile Organic Compounds (VOCs)/Benzene, Ethylbenzene, Toluene, Total Xylenes (BETX)	5035/8260	Soil/Groundwater
Semi-Volatile Organic Compounds (SVOCs)/Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil/Groundwater
RCRA Metals	6010B/7471	Soil/Groundwater
Polychlorinated Biphenyls (PCBs)	8280	Soil/Groundwater
Toxicity Characteristic Leachate Procedure (TCLP)/Synthetic Precipitation Leachate Procedure (SPLP) – RCRA Metals	1311 & 1312/6010/7470	Soil
pH	9040	Soil

Laboratory analytical results will be compared to the most stringent Soil Remediation Objectives (SROs) described in 742. The TCLP/SPLP RCRA Metals and pH analyses will only be performed to evaluate potential soil component to groundwater ingestion exposure pathway exceedances.



Groundwater is anticipated to be encountered during the investigation. Grab groundwater samples will be collected from strategic soil boring locations completed as temporary groundwater monitoring wells. The collected groundwater samples will be submitted to the laboratory for the purposes of obtaining a quantitative measure of contaminants in groundwater at the *property*. The groundwater samples will be analyzed for a combination of the parameters identified above.

For all investigation activities, soil will be sampled at intervals of 2.5 feet from grade to a maximum depth of 25 feet bgs except within shooting range within the police station basement. Two locations will be hand sampled following coring of the basement floor to a maximum depth of 4 feet bgs. Soils shall be characterized and logged in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

A minimum of one soil sample will be collected from each soil boring at appropriate depths based on soil conditions and the boring location with respect to the identified RECs. Soil samples registering the highest PID concentration will typically be retained for laboratory analysis. If no elevated PID readings are encountered at a probe point, one soil sample will be collected from the point exhibiting the highest potential for impact and submitted for laboratory analysis. Sample selection will be based on field screening results, the presence of migratory pathways, the presence of fill material, or other observations of impacts made during field work.

The following table identifies the location of proposed soil borings and temporary monitoring wells with respect to identified RECs and/or environmental conditions.

Soil Boring Location	Depth (ft) of Soil Boring	Compound or Group of Compounds	Environmental Condition
SB-1/SB-2 (LFI property)	4/4	Total Lead, pH	Basement Gun Range
SB-3/SB-4 (LFI property)	15	Total Lead, pH	Exterior Police Station/Gun Range
SB-5 (LFI property)/TW-1	25	VOCs, SVOCs, RCRA Metals, pH	Historical Steel Bearing Manufacturer on Village Property
SB-6 (Village property)	12	BETX, PNAs, Total Lead, pH	Suspect Historical Gas Tanks along Curtiss



Soil Boring Location	Depth (ft) of Soil Boring	Compound or Group of Compounds	Environmental Condition
SB-7/SB-8/SB-9/SB-10/SB-11/SB-12/TW-2/TW-3/TW-4 (Village property)	15/25	VOCs, SVOCs, PNAs, RCRA Metals, pH	Historical Steel Bearing Manufacturer

All soil and groundwater samples selected for laboratory analysis will be placed in laboratory provided containers, labeled, placed in a cooler with ice, and logged on a chain of custody form. The soil samples will be transported under chain-of-custody to a National Environmental Laboratory Accreditation Conference (NELAC) accredited laboratory. The samples will be analyzed within the standard turnaround time (five to seven business days) following Level II Quality Assurance/Quality Control (QA/QC) protocols.

Costs to collect and laboratory analyze up to 12 soil samples and 4 groundwater samples are included in the cost proposal. Each sample shall be analyzed for targeted indicator contaminants determined during Phase II ESA activities based upon location of sample collection and associated environmental conditions.

### ***Task 3: Hazardous and Regulated Materials Survey***

True North shall provide an Illinois Department of Public Health licensed Asbestos Building Inspector and Lead Inspector to conduct a pre-demolition asbestos (ACM) survey, representative lead-based paint (LBP) testing, and hazardous/regulated material survey for referenced structures at the *property*. The scope of the asbestos survey shall include an assessment of visible and accessible materials located on the interior and exterior of the structure. The scope of lead-based paint testing shall be limited to representative sampling of interior and exterior painted surfaces that may be impacted by planned demolition activities. The scope of the hazardous materials inventory shall include a walkthrough of the facility to identify potential hazardous materials, universal waste materials, and other regulated materials present within the facility. True North assumes that all areas are accessible by a 12-foot ladder and that materials subject to destructive sampling or selective demolition are not to be repaired by True North.

All bulk samples of suspect ACM and LBP shall be submitted to a certified laboratory for analysis on a normal 5-business day turnaround time. The hazardous and other regulated materials assessment shall be limited to a visual assessment of identified materials and does not include sample analysis. Upon receipt of results, True North shall provide a summary report documenting sampling activities inclusive of material descriptions and estimated quantities of material present.



#### Task 4: Phase II ESA Reporting

True North shall compile all field screening data and laboratory results in summary report format to document the investigation findings. The summary report shall include a summary of findings, field sampling locations, analytical tables, laboratory data, field testing data, boring logs, and any pertinent historical and regulatory information used to formulate and support the investigation findings. The report shall review the *recognized environmental conditions* identified within the Phase I ESA and provide an interpretation of the results in reference to these identified conditions. True North will also include recommendations for additional actions, if necessary. The results of this investigation will be suitable for inclusion in any future submittals to the Illinois EPA, if necessary.

#### PROJECT COSTS

True North proposes to conduct the above scope of services provided above in accordance with the following lump sum/estimated costs as defined within each table below for each property:

##### LFI Property - Phase II ESA and Hazardous Material Survey

Service	Quantity	Units	Rate	Total
Task 1: Ground Penetrating Radar (GPR) Study	1	LS	\$400	\$400
Task 2: Phase II Site Investigation				
Professional Services (Field labor and coordination)	1	DAY	\$1,300	\$1,300
Field Equipment, Materials, Expendables, Vehicle	1	DAY	\$300	\$300
Environmental Laboratory (M/WBE)				
Soil Samples (VOCs)	1	EA	\$140	\$140
Soil Samples (SVOCs)	1	EA	\$225	\$225
Soil Samples (PNAs)	-	EA	\$125	-
Soil Samples (PCBs)	-	EA	\$85	-
Soil Samples (RCRA Metals)	1	EA	\$85	\$85
Soil Samples (Total Lead)	4	EA	\$14	\$64
Soil Samples (TCLP Sample Prep - Extraction) <i>(estimated quantity, only if necessary)</i>	5	EA	\$65	\$325
Soil Samples (TCLP Single Metal Analysis) <i>(estimated quantity, only if necessary)</i>	6	EA	\$14	\$84
Soil Samples (pH)	5	EA	\$15	\$75
Groundwater Samples (VOCs)	1	EA	\$140	\$140
Groundwater Samples (SVOCs)	1	EA	\$225	\$225
Groundwater Samples (PNAs)	-	EA	\$125	-



Service	Quantity	Units	Rate	Total
Groundwater Samples (PCBs)	-	EA	\$85	-
Groundwater Samples (RCRA Metals)	1	EA	\$85	\$85
Groundwater Samples (Total Lead)	-	EA	\$14	-
Environmental Drilling (non-union, Prevailing Wage)	1	EA	\$3,080	\$3,080
<b>Task 3: Hazardous and Regulated Material Survey</b>				
Pre-Demolition Asbestos Survey	1	EA	\$7,500	\$7,500
Representative LBP Testing	1	EA	\$2,000	\$2,000
Hazardous and Regulated Material Assessment	1	EA	\$2,000	\$2,000
<b>Task 4: Project Reporting &amp; Correspondence</b>				
Phase II ESA Summary Report	1	LS	\$2,000	\$2,000
Project Management, Correspondences, Meetings	2	HR	\$150	\$300
<b><i>Estimated Total Cost of Services (including "if necessary" items) for LFI Property</i></b>				<b>\$20,328</b>

### Village Property – Phase II ESA and Hazardous Material Survey

Service	Quantity	Units	Rate	Total
Task 1: Ground Penetrating Radar (GPR) Study	1	LS	\$400	\$400
<b>Task 2: Phase II Site Investigation</b>				
Professional Services (Field labor and coordination)	1	DAY	\$1,300	\$1,300
Field Equipment, Materials, Expendables, Vehicle	1	DAY	\$300	\$300
<b>Environmental Laboratory (M/WBE)</b>				
Soil Samples (VOCs)	6	EA	\$140	\$840
Soil Samples (BETX)	1	EA	\$65	\$65
Soil Samples (SVOCs)	3	EA	\$225	\$675
Soil Samples (PNAs)	4	EA	\$125	\$500
Soil Samples (PCBs)	-	EA	\$85	-
Soil Samples (RCRA Metals)	6	EA	\$85	\$510
Soil Samples (Total Lead)	1	EA	\$14	\$14
Soil Samples (TCLP Sample Prep - Extraction) <i>(estimated quantity, only if necessary)</i>	7	EA	\$65	\$455
Soil Samples (TCLP Single Metal Analysis) <i>(estimated quantity, only if necessary)</i>	12	EA	\$14	\$168



Service	Quantity	Units	Rate	Total
Soil Samples (pH)	5	EA	\$15	\$75
Groundwater Samples (VOCs)	3	EA	\$140	\$420
Groundwater Samples (SVOCs)	1	EA	\$225	\$225
Groundwater Samples (PNAs)	2	EA	\$125	\$250
Groundwater Samples (PCBs)	-	EA	\$85	-
Groundwater Samples (RCRA Metals)	3	EA	\$85	\$255
Groundwater Samples (Total Lead)	-	EA	\$14	-
Environmental Drilling (non-union, Prevailing Wage)	1	EA	\$3,725	\$3,725
<b>Task 3: Hazardous and Regulated Material Survey</b>				
Pre-Demolition Asbestos Survey	1	EA	\$6,000	\$6,000
Representative LBP Testing	1	EA	\$1,200	\$1,200
Hazardous and Regulated Materials Assessment	1	EA	\$1,500	\$1,500
<b>Task 4: Project Reporting &amp; Correspondence</b>				
Phase II ESA Summary Report	1	LS	\$2,800	\$2,800
Project Management, Correspondences, Meetings	4	HR	\$150	\$600
<b><i>Estimated Total Cost of Services (including "if necessary" items) for Village Property</i></b>				<b>\$22,277</b>

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## SCHEDULE

The following timeline of completing the proposed scope of work is proposed:

- True North can schedule field activities within 2 weeks of authorization to proceed (based on drilling contractor availability).



ENVIRONMENT : DEVELOPMENT : INFRASTRUCTURE

- GPR Survey, drilling and sampling activities are estimated to be completed over two days.
- Laboratory analytical results will be available within approximately 2 weeks of sampling activities unless expedited for an additional cost.
- A written report summarizing the results of the assessment will be provided within 2 weeks of receipt of all laboratory results.

## LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the *property* is available during normal working hours. In addition, there are no encumbrances on the *property* that may limit observations.

The Client, *property* Owner, and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project. True North shall not be responsible for the health and safety of the Client's employees, representatives, or *property* occupants' employees, subcontractors, or agents thereof while performing on-site activities.

This proposal does not include the evaluation of *recognized environmental conditions* associated with the Fleet Maintenance building on the Village property. The Village has indicated these will be evaluated at a later day.

This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.

True North requests that the Client and/or Owner provide all available utility and underground system drawings beyond those identified by the utility authority prior to the initiation of subsurface work.

This proposal does not include any additional work, inclusive of additional site investigation activities, remedial activities, and meeting/correspondence that may be required for Site closure through the Illinois Environment Protection Agency (IEPA) for review. This proposal does not include analytical costs associated with a hazardous waste characterization or determination.

This proposal does not include any permitting fees, review or closure fees, or other fees that may be assessed by local, State, or Federal government agencies during the performance of environmental work on-Site.



True North shall provide the Client with any additional costs associated with additional insurance coverage, waivers of subrogation, and additional reliance on True North's work when requested by the Client.

This proposal assumes that GPR survey and drilling activities will occur during the same mobilization.

The environmental drilling costs provided meet State of Illinois Prevailing Wage requirements. The environmental drilling contractor is a non-union entity. In the event a union contractor is required, additional drilling costs may apply.

True North or its subcontractors shall not be responsible for any restoration after completion of drilling activities beyond surface patching consistent with general industry practices.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.



ENVIRONMENT : DEVELOPMENT : INFRASTRUCTURE

## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign and return this proposal to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. The Village of Downers Grove Terms & Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for environmental consulting services. If you have any questions, please contact me at 630-717-2880.

Regards,

**TRUE NORTH CONSULTANTS, INC.**

Sean P. Brady, P.E.  
Project Manager

Brian S. Mihelich, CHMM  
Vice President

True North Proposal No T19-080 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Brian S. Mihelich
Signature:	Signature:
Date:	Date: February 14, 2018



# Village of Downers Grove

## Contractor Evaluation

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Contractor: True North Consultants, Inc.

Project: 2017 PIP Reports for CCDD Compliance; 2017 CCDD Consultant Services-Resurfacing

Primary Contact: Brian Mihelich Phone: 630-717-2880

Time Period: Feb 2017 to June 2017

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives:

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: Stephanie Graves, P.E.

Date: 03/30/18