

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**5/14/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Award of Contract for Demolition Services for 4113 Belle Aire Lane and 3854 Glendenning Road	Nan Newlon Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for demolition of the residential structures located at 4113 Belle Aire Lane and 3854 Glendenning Road to K.L.F. Enterprises, Inc. of Markham, Illinois in the amount of \$61,899.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The adopted FY19 budget includes \$50,000 in the Stormwater Fund (Page 4-29, Line 21) for the Belle Aire property and funds are available in the General Fund (Page 4-3, Line 21) for the Glendenning property. The Village will place a lien on the Glendenning property for reimbursement for the cost of the work for this property.

**RECOMMENDATION**

Approval on the May 14, 2019 Consent Agenda.

**BACKGROUND**

This work consists of permitting, fencing, residential structure and accessory building demolition, site grading and restoration of the properties located at 4113 Belle Aire Lane and 3854 Glendenning Road. The Belle Aire property was purchased by the Village earlier this year and will be used with adjacent, unimproved parcels for a stormwater improvement project currently under design with expected construction in 2020.

The Glendenning property has been uninhabited for many years and has fallen into serious disrepair. As Village Code Enforcement received no response from the owner to the many notices of code violations, a lawsuit was filed for demolition of the property. The owner did not respond to the lawsuit and the court entered an order allowing the Village to demolish the structure, regrade the property and place a lien on the property.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Three bids were received and publicly opened on May 2, 2019. A synopsis of the bids is as follows:

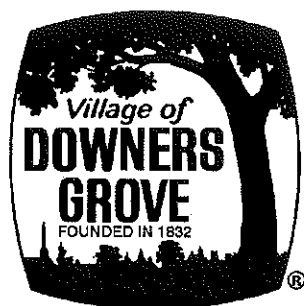
<b><u>Contractor</u></b>	<b><u>Base Bid</u></b>	
K.L.F. Enterprises, Inc.	\$61,899.00	Low Bid
Alpine Demolition Services, Inc.	\$68,000.00	
Delta Demolition, Inc.	\$69,500.00	

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.: CFB-0-28-2019/DC
  - B. For: 4113 BELLE AIRE LANE AND 3854 GLENDENNING RESIDENTIAL DEMOLITIONS
  - C. Bid Opening Date/Time: Thursday, May 2, 2019 @ 10:00am
  - D. Pre-Bid Conference Date/Time: Thursday, April 25, 2019 @ 10:00am MANDATORY
  - E. Pre-Bid Conference Location: 4113 BELLE AIRE LANE, DOWNERS GROVE, IL 60515
  - F. Contract Documents Available At: DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVENUE, 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, April 18, 2019

This document comprises 105 pages

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](http://www.downers.us)

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.:** CFB-0-28-2019/DC

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.**

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

**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: **THE TIME AND DATE SET FORTH ON THE COVER PAGE OF THIS CALL FOR BIDS.**
- 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

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

with 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, AT&T, 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 or the pre-bid conference, if offered. 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

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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 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 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 "Mandatory" 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

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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 Section 2.5 above.

3.3 No Contract Documents will be issued after a mandatory pre-bid conference except to attendees.

#### 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 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 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.

#### 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 same or different names.

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- 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 (the 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 withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the

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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 that guarantees 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**

- 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.

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**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.

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## **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 INCLUDED IN THE TOTAL COST, 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, 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. 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

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and will take appropriate affirmative action to rectify any such underutilization.

- 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,

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

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

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

(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

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

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](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

- 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 (10<sup>th</sup>) 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 that guarantees 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

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

National and Blocked Person. The Contractor further represents and warrants to the Village that the it 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 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.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.

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

- 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

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**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

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

invoice. If payment is not issued to the Contractor within this 60-day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60-day period, until final payment is made.

- 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 work” 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, 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).

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

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.

## Village of Downers Grove – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

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 AND VENUE**

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 Ave.  
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 does 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.

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**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:**

K.L.F. ENTERPRISES INC.

Company Name

5/1/19

Date

2044 W. 163<sup>RD</sup> ST. STE #2

Street Address of Company

bracken708@gmail.com

E-mail Address

MARKHAM IL 60428

City, State, Zip

JAMES BRACKEN

Contact Name (Print)

708-331-4200

Business Phone

773-983-2463

24-Hour Telephone

708-331-4212

Business Fax



Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

JAMES BRACKEN - PRESIDENT

Print Name & Title

  
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 7/1/19 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 – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**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

4/30/19  
Date

2044 W. 163<sup>RD</sup> ST STE. #2  
Street Address of Company

bracken708@gmail.com  
E-mail Address

MARKHAM, IL 60428  
City, State, Zip

JAMES BRACKEN  
Contact Name (Print)

708-331-4200  
Business Phone

773-983-2463  
24-Hour Telephone

708-331-4212  
Business Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation

JAMES BRACKEN - PRESIDENT  
Print Name & Title

[Signature]  
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 – 4113 Belle Aire Lane &amp; 3854 Glendenning Road Residential Demolitions

**SCHEDULE OF PRICES:****BASE BID**

ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
SP-3	ASBESTOS REMOVAL AND DISPOSAL & BUILDING DEMOLITION AND SITE GRADING 3854 GLENDENNING ROAD	1	LSUM	\$24,309	\$24,309
SP-3	ASBESTOS REMOVAL AND DISPOSAL & BUILDINGS DEMOLITION AND SITE CLEANUP AND GRADING 4113 BELLE AIRE LANE	1	LSUM	\$30,225	\$30,225
SP-4	STREET SWEEPING AND DUST CONTROL	5	HOUR	\$261	\$1,305

Total Bid \$61,899

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**BIDDER'S CERTIFICATION (page 1 of 3)**

With regard to CFB-0-28-2019/DC, 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.*, 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 – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

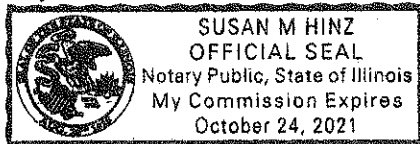
**BIDDER'S CERTIFICATION (page 2 of 3)**

BY: JAMES BRACKEN  
Bidder's Authorized Agent

30-4346764

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or \_\_\_\_\_  
Social Security Number



Subscribed and sworn to before me  
this 1<sup>st</sup> day of May, 2019.  
Susan M Hinz  
Notary Public

(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: \_\_\_\_\_

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) Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of \_\_\_\_\_, which operates under the legal name of \_\_\_\_\_, and the full names of its managers or members are as follows:

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Manager or Member: \_\_\_\_\_

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**BIDDER'S CERTIFICATION (page 3 of 3)**

**(c) Partnership**

The partnership does business under the legal name of: \_\_\_\_\_,  
which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_.

Names and Addresses of All Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(d) 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 \_\_\_\_\_.

6. Are you willing to comply with the Village's insurance requirements within 10 days of the award  
of the contract?  YES  NO (circle one)

INSURER'S NAME: RAM INSURANCE

AGENT: GEORGE MANIKAS

Street Address: 110614 W. 159<sup>TH</sup> ST #303

City, State, Zip Code: LOCKPORT, IL 60441

Telephone Number: 815-893-8282

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: 5/1/19



## RAM Insurance Agency

Risk Advisors & Managers

May 1, 2019

To: Village of Downers Grove, IL

Re: CFB-0-28-2019/DC

To Whom It May Concern:

Please be advised that Hudson Insurance Company is the surety company for KLF Enterprises, Inc.

Hudson Insurance Company confirms that they will issue performance & payment bonds if requested on the above job, subject to normal underwriting and review of the contract terms.

Sincerely,

A handwritten signature in cursive script that reads "David A. Kotula".

David A. Kotula, Attorney-in-fact.



## RAM Insurance Agency

Risk Advisors & Managers

May 1, 2019

To: Village of Downers Grove

Re: KLF Enterprises, Inc.  
Bid No. CFB-0-28-2019/DC

To Whom It May Concern:

Please be advise that Hudson Insurance Company is the surety for KLF Enterprises, Inc.

Hudson Insurance Company confirms that they will issue performance & payment bonds if requested on the above job, subject to normal underwriting and review of the contract terms.

Sincerely,

A handwritten signature in black ink that reads "David A. Kotula". The signature is written in a cursive, flowing style.

David A. Kotula, Attorney-in-fact.

*References for:*

K.L.F. Enterprises Inc.

2044 W. 163<sup>rd</sup> St. Markham, IL 60428

708-331-4200

1. City of Chicago Heights  
1601 Chicago Rd. Chicago Heights, IL 60411  
708-756-5300  
*TJ Sommers \$160,000.00*
  
2. County of Dupage  
421 N. County Farm Rd.  
Wheaton, IL 60187  
630-407-6500  
*Jennifer Hintze*  
*Project Sum \$423,000.00*
  
3. Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street  
Chicago, IL 60611  
708-588-4204  
*Lee Welsh*  
*Project Sum \$410,00.00*
  
4. Cook County Land Bank Authority  
69 W. Washington St. Suite 2938  
Chicago, IL 60602  
(312) 603-8036  
*Gene Kelly*  
*\$497,000.00*

5. South Suburban Land Bank Development Authority

3700 W. 183<sup>rd</sup> St. Suite B100

Hazel Crest, IL 60424

708-381-0871

*Tselane Hatter*

*\$79,000.00*

6. City of Des Plaines (Demolition of 60 Residential properties)

1420 Miner st

Des Plaines, IL 60608

Jon Duddles

847-391-5390

Project Sum \$1,149,000.00

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**MUNICIPAL REFERENCE LIST**

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: \_\_\_\_\_

Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**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) ALLIANCE ENVIRONMENTAL CONTROL Type of Work ASBESTOS ABATEMENT

Addr: PO BOX 5230 City LANSING State IL Zip 60438

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 – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions



**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, SUITE #2

CITY: MARKHAM, IL 60428

STATE: IL

ZIP: 60428

PHONE: 708-331-4200 FAX: 708-331-4212

TAX ID #(TIN): 30-434-0764

(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
- Charitable/Nonprofit
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical Corporation
- Government Agency

SIGNATURE: [Handwritten Signature]

DATE: 5/1/19



**Illinois Department of Transportation**

Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, Illinois 62764

**Affidavit of Availability  
For the Letting of 5/2/2019**

**structions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued less both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Will County Forest	City of Joliet	All-Bry Construction	County of DuPage		
Estimated Completion Date	6/19	5/19	5/19	5/19		
Total Contract Price	19,499.00	11,128.00	161,120.00	265,847.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	19,499.00	11,128.00		5,403.00		\$36,030.00
Uncompleted Dollar Value if Firm is the Subcontractor			26,077.00			\$26,077.00
<b>Total Value of All Work</b>						<b>\$62,107.00</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition	19,499.00	11,128.00	26,077.00			\$56,704.00
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
<b>Totals</b>	<b>\$19,499.00</b>	<b>\$11,128.00</b>	<b>\$26,077.00</b>			<b>\$56,704.00</b>

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor				Precision Prairie	
Type of Work				Landscaping	
Subcontract Price				40,320.00	
Amount Uncompleted				\$5,403	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted				\$5,403.00	

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this 1 day of May, 2019 Type or Print Name James Bracken - President  
Officer or Director Title

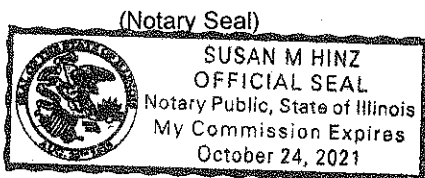
*Susan M Hinz*  
 Notary Public  
 My commission expires 10/24/2021

Signed *[Signature]*

Company K.L.F. Enterprises Inc.

Address 2044 W. 163<sup>rd</sup> St.

Markham, IL 60428



Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

### 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.**

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
INTERNATIONAL BROTHERHOOD OF OPERATING ENGINEERS

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: 5/1/19

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

### 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 R.L.F. ENTERPRISES INC.

Title PRESIDENT

Date 5/2/19

#### 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 – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

### 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. 163<sup>RD</sup> ST. SUITE #2

City: MARKHAM Zip Code: 60478

Telephone: (708) 331-4200 Fax Number: (708) 331-4212

E-mail Address: bracken708@gmail.com

Authorized Company Signature: 

Print Signature Name: JAMES BRACKEN Title of Official: PRESIDENT

Date: 5/1/19

Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**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.

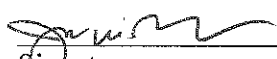
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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:

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

  
\_\_\_\_\_  
Signature

**JAMES BRACKEN**  
\_\_\_\_\_  
Print Name

- 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 – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

### 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.  Vendor request form W-9 completed.
11.  Affidavit (IDOT Form BC-57, or similar).
12.  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.

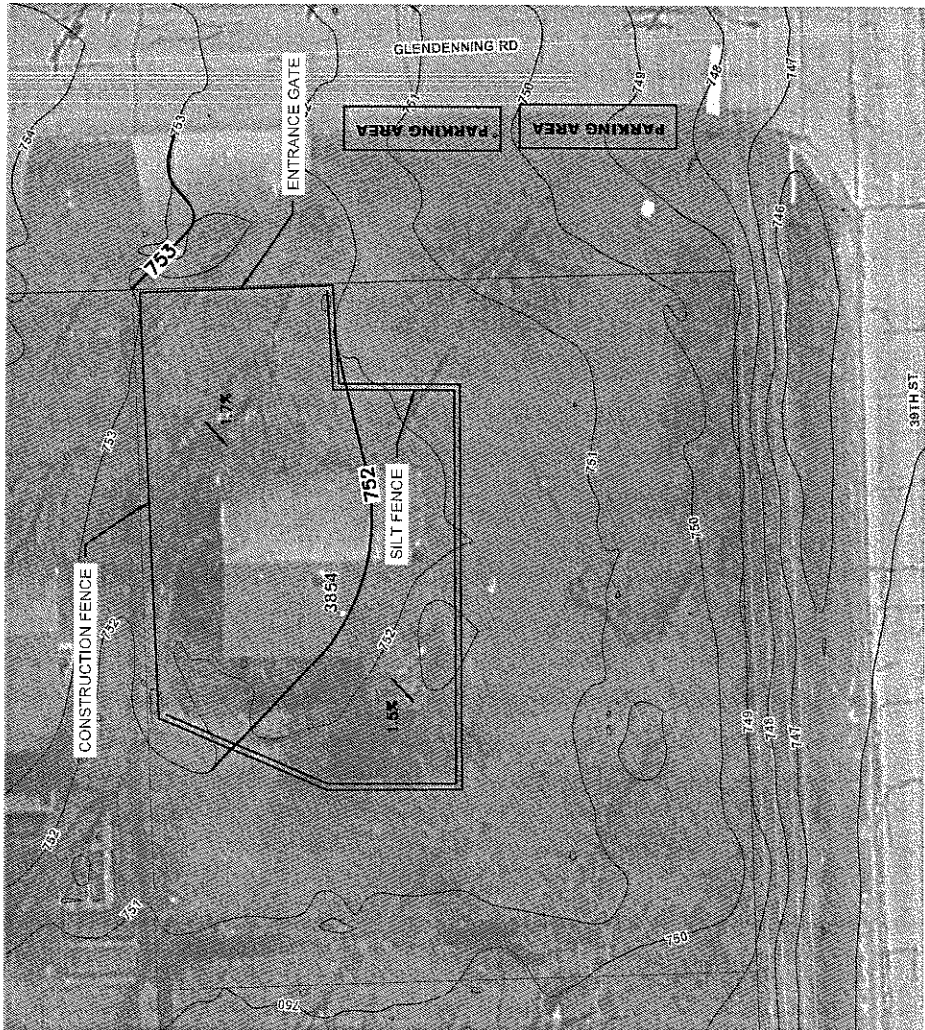
Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

**VI. APPENDIX A**

4113 Belle Aire Lane Grading, Fencing, Parking Plan  
3854 Glendenning Road Grading, Fencing, Parking Plan



- 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



SCALE	1"=20'
DATE:	04/16/19
DRWN BY:	NRH
CHKD BY:	JMW
DRAWING NO.:	EXHIBIT 1

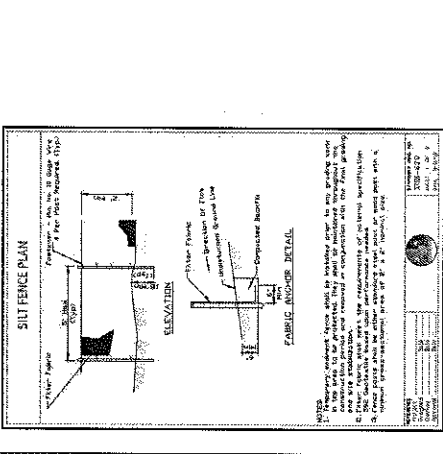
**CONSTRUCTION FENCE**

CONSTRUCTION FENCES SHALL BE INSTALLED AT ALL ACCESS POINTS TO THE CONSTRUCTION SITE TO PREVENT UNAUTHORIZED ACCESS AND TO PREVENT SOIL FROM BEING TRANSPORTED OFF-SITE. FENCES SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REMOVED UPON COMPLETION OF THE PROJECT.

**PARKWAY TREE PROTECTION REQUIREMENTS**

ALL TREES WITH A DBH OF 4 INCHES OR GREATER SHALL BE PROTECTED BY A TREE PROTECTION FENCE (TPF) WITH A FABRIC INTERIOR. THE TPF SHALL BE INSTALLED AT LEAST 6 FEET FROM THE TRUNK OF THE TREE AND SHALL BE MAINTAINED AT ALL TIMES.

NO.	DATE	REVISION
1	04/16/19	ISSUED FOR PERMIT



**RETURN TO GREEN SPACE DEMOLITION FENCING AND GRADING PLAN**

**3854 GLENDENNING ROAD DEMOLITION**



Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

## **VII. APPENDIX B**

4113 Belle Aire Lane Lead Based Paint Testing Report (6 pages)

4113 Belle Aire Lane Pre-Demolition Asbestos Survey Report (12 pages)

3854 Glendenning Road Lead Based Paint Testing Report (8 pages)

3854 Glendenning Road Pre-Demolition Asbestos Survey Report (14 pages)



1000 East Warrenville Road, Suite 140  
Naperville, Illinois 60563

P : 630 717 2880  
F : 630 689 5881

mail@consulttruenorth.com

March 22, 2019

Mr. John M. Welch  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

**Subject:       Lead-Based Paint Sampling and Analysis  
                  4113 Belle Air Lane – Downers Grove, Illinois  
                  True North Project No. TII9194**

Dear Mr. Welch:

True North Consultants, Inc. (True North) was retained by the Village of Downers Grove (Client) to conduct sampling and analysis of various painted surfaces associated with the single-family residential structure located at 4113 Belle Air Lane in Downers Grove, Illinois (Site). Testing services were performed by a qualified environmental technician.

### **Background**

The Site consists of a one-story single-family residential structure with a finished attic and full basement located at 4113 Belle Air Lane in Downers Grove, Illinois. The scope of testing was limited to the interior and exterior of the structure (Subject Spaces) that is currently scheduled for demolition. The purpose of the testing was to determine the lead content of painted surfaces that may be impacted by planned demolition activities.

### **Methods**

Representative testing of suspect lead-based paint was performed from various testing combinations present. A testing combination is defined as a unique combination of room equivalent, building component type and substrate.

Bulk samples were analyzed by Flame Atomic Absorption Spectrophotometry (AAS) in accordance with National Institute of Occupational Safety and Health (NIOSH) modified Method 7082. Results of sample analysis were reported in the units milligrams per kilogram (parts per million).

### **Findings**

A total of three (3) bulk samples were collected from representative surfaces during the sampling event. The results of bulk sample analysis are provided below:



ENVIRONMENT : INFRASTRUCTURE : DEVELOPMENT

Table 1: Summary of Findings

Sample Location	Sample Number(s)	Paint Color	Component	Substrate	Lead Concentration (mg/Kg)
Interior White	PS-1	White	Walls & Ceiling	Drywall	650
Interior Green	PS-2	White	Walls & Ceiling	Drywall	< 97
Exterior White	PS-3	White	Trim and Windows	Wood	5900

## Notes:

- (1) The scope of sampling was limited to the aforementioned surface coatings only and did not include an evaluation of base metals.
- (2) The current EPA/HUD Standard for lead-based paint is set at 0.5% by weight or 5,000 parts per million.

## Discussion

The USEPA / HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* defines LBP as paint that contains greater than 0.5% lead by weight (5,000 parts per million) or 1.0 mg/cm<sup>2</sup> by X-ray fluorescence. Surfaces that are determined to be above the regulatory threshold level are defined as “Lead-Based Paint”. Surfaces that are determined to be below the regulatory threshold are not defined as LBP, although low concentrations of lead may be present.

Due to the health effects associated with lead exposure, various federal and state agencies have promulgated standards and regulations for the performance of lead-related work activities. The U.S. Occupational Safety and Health Administration (OSHA) *Lead in Construction Standard* (29 CFR 1926.62) regulates occupational exposure to lead and applies to all lead-related work activities. The HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* apply to target housing and child occupied facilities. Child occupied facilities are defined as facilities occupied by children 6 years of age and younger and may include daycare facilities, elementary schools, and other facilities routinely occupied by children 6 years and younger. The Illinois Department of Public Health (IDPH) *Lead Poisoning Prevention Code*, and USEPA *Renovation, Repair and Painting Rule* (RRP) also regulate work activities performed in facilities where children ages 6 and younger may be present.

Architectural components and/or demolition debris are generally considered to be general construction and demolition (C&D) and may be disposed of at an approved RCRA Subtitle D Landfill subject to the disposal criteria of the accepting facility. Lead-based paint scrapings, sandblasting waste, and loose paint chips/dust generated during demolition activities may be classified as a hazardous waste, according to state and federal regulations. Generators of these



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types of waste must perform waste characterization analysis to determine if their waste is hazardous prior to disposal.

### **Recommendations**

Based upon the findings of the survey, lead-based paint was identified at the Subject Site. In the event that work activities are performed that could result in occupational exposure to contaminants of concern, appropriate control measures should be implemented to protect workers, pedestrians and the environment.

### **General Remarks**

The scope of testing performed was limited to representative paint sampling and does not constitute a comprehensive EPA/HUD lead-based paint inspection. If additional painted surfaces are identified during demolition activities that have not been previously evaluated additional testing is recommended. The results of analysis are not intended to be utilized for the purpose of hazardous waste characterization.

The services performed by the environmental scientists on this project have been conducted with that level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same locality, under similar budget and time constraints. No warranty is made or intended.

Enclosed with this letter are copies of analytical results. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

**TRUE NORTH CONSULTANTS**

Michael D. Brennan  
Senior Project Manager

**STAT** Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditations: IEPA ELAP 100445; ORELAP IL300001; AIHA-LAP, LLC 101160; NVLAP LabCode 101202-0

March 22, 2019

True North Consultants, Inc.  
1240 Iroquois Avenue  
Naperville, IL 60563

Telephone: (630) 717-2880  
Fax: (630) 689-5881

Analytical Report for STAT Work Order: 19030715 Revision 0

RE: T119194

Dear Mike Brennan:

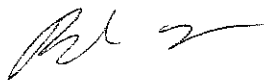
STAT Analysis received 3 samples for the referenced project on 3/21/2019 3:15:00 PM. The analytical results are presented in the following report.

All analyses were performed in accordance with methods as referenced on the analytical report. Those analytical results expressed on a dry weight basis are also noted on the analytical report.

All analyses were performed within established holding time criteria, and all Quality Control criteria met AIHA-LAP, LLC (a NLLAP recognized accrediting body), EPA or laboratory specifications except when noted in the Case Narrative or Analytical Report. Sample acceptance criteria has been met unless noted in the Case Narrative or Sample Receipt Checklist. If required, an estimate of uncertainty for the analyses can be provided. Sample results have not been corrected for contamination based on field blank or other analytical blank, unless noted in the case narrative.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions regarding the enclosed materials, please contact me at (312) 733-0551.

Sincerely,



Brandon Young  
Project Manager

*The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples as received and tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This analytical report shall become property of the Customer upon payment in full. Otherwise, STAT will be under no obligation to support, defend or discuss the analytical report.*

**STAT Analysis Corporation**

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATanalysis.com

Accreditation Numbers : IEPA ELAP 100445 ; ORELAP IL300001 ; AIHA-LAP, LLC 101160

Date Reported: March 22, 2019

**ANALYTICAL RESULTS**

Date Printed: March 22, 2019

Client: True North Consultants, Inc.

Work Order: 19030715 Revision 0

Project: T119194

Client ID	Additional Info	Sample ID	Matrix	Lead Result	Units	Qualifier	Analyst	Date Analyzed	Analytical Method
PS-1	Interior White	19030715-001A	Paint Chips	650	mg/Kg		JTB	03/22/2019	N7082M
PS-2	Interior Green	19030715-002A	Paint Chips	< 97	mg/Kg		JTB	03/22/2019	N7082M
PS-3	Exterior White	19030715-003A	Paint Chips	5900	mg/Kg		JTB	03/22/2019	N7082M

Reporting limit for paints is 100 mg/Kg based on 0.05 g sample digested.

**Qualifiers:** B - Analyte detected in the associated Method Blank  
S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits  
E - Value above quantitation range  
\* - Non-accredited parameter





1000 East Warrenville Road, Suite 140  
Naperville, Illinois 60563

P : 630 717 2880  
F : 630 689 5881

mail@consulttruenorth.com

March 25, 2019

Mr. John M. Welch  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

**Subject: Pre-Demolition Asbestos Survey**  
**4113 Belle Air Lane – Downers Grove, Illinois**  
**True North Project No. TII9194**

Dear Mr. Welch:

True North Consultants, Inc. was retained by the Village of Downers Grove (Client) to conduct a pre-demolition asbestos survey of the single-family residential structure located at 4113 Belle Air Lane in Downers Grove, Illinois (Site). Survey services were provided by an Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspector (Roy W. Bass, License No. 100-19144).

The purpose of the survey was to determine the asbestos-content of suspect asbestos-containing materials associated with the structure prior to planned demolition activities. A total of twenty-seven (27) samples were collected during the sampling event. The bulk samples were submitted to a National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis (Eurofins CEI, Inc. - Accreditation No. 101768-0).

The bulk samples were analyzed for asbestos content in accordance with the procedures for Polarized Light Microscopy (PLM) with dispersion staining, contained in the Environmental Protection Agency (EPA) *Method for the Determination of Asbestos in Bulk Building Materials* (EPA/600/R-93/116). Results of sample analysis were reported as a percent composition. The following is a summary of PLM analytical results for sampled materials:

Table 1: Summary of Findings – Suspect Asbestos-Containing Materials 4113 Belle Air, Downers Grove, Illinois				
Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
9"x9" Floor Tile and Mastic – White	MFA-1,2,3	Located within the kitchen.	200 Square Feet	None Detected
9"x 9" Floor Tile and Mastic – Grey w/ Black	MFB-1,2,3	Located at the northwest corner room on the first floor.	100 Square Feet	None Detected
9"x9" Floor Tile and Mastic – Gray w/ Green	MFC-1,2,3	Located within the south side bedrooms on the first floor. ACM in mastic only.	450 Square Feet	5-10% Chrysotile



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**Table 1: Summary of Findings – Suspect Asbestos-Containing Materials**  
**4113 Belle Aire, Downers Grove, Illinois**

Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
Drywall and Joint Compound	MMA-1,2,3	Located throughout the structure on the walls and ceilings.	> 1,000 Square Feet	None Detected
Window Glazing	MMB-1,2,3	Located on the windows between the glass and the frames.	13 Windows	None Detected
Transite Siding	MMC-1,2,3	Located on the exterior of the house.	> 1,000 Square Feet	5-10% Chrysotile
Window Caulk	MMD-1,2,3	Located on the edge of the windows between the windows and siding.	13 Windows	2-5% Chrysotile
Black Coating (Damp Proofing)	MME-1,2,3	Located on the exposed concrete walls and below grade on foundation.	> 1,000 Square Feet	2-5% Chrysotile
Roof Shingles	MMF-1,2,3	Located on the roof of the house and shed.	2,250 Square Feet	None Detected
Black Mastic	MFD-1,2,3	Located under 9"x9" wood flooring throughout living room.	300 Square Feet	1-2% Chrysotile

**Notes:**

- (1) The scope of sampling was limited to the aforementioned materials only. In the event that additional suspect asbestos-containing materials are identified during planned demolition/renovation activities additional testing may be required.
- (2) Any quantities of material identified within this report are solely intended to be estimates and are not intended to be exact.

The Environmental Protection Agency (EPA) defines asbestos-containing materials as those materials that contain greater than 1% asbestos. **Based upon the results of analysis, asbestos-containing materials were identified at the subject Site.**

Due to the health effects associated with asbestos exposure, various federal, state and local agencies have promulgated standards and regulations for the performance of asbestos-related activities. Specifically, asbestos-containing materials at the Site may be regulated by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Illinois Department of Public Health (IDPH) and other local agencies. In that asbestos-containing materials were identified at the Site, the aforementioned asbestos regulations may apply to the removal and disposal of identified materials.

Enclosed with this letter are copies of analytical results. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

**TRUE NORTH CONSULTANTS**

Michael D. Brennan  
 Senior Project Manager

# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION

### POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc. <b>Contact:</b> Mike Brennan <b>Address:</b> 1000 East Warrenville Road Naperville IL 60563-		<b>Client Project Ref:</b> T119194 <b>Project Location:</b> <b>TEM Project:</b> 57574 <b>Analyzed by:</b> James Tuinenga <b>Date Analyzed:</b> 3/22/2019							
Sample Information		Fibrous Materials		Non-Fibrous Materials					
Client Sample ID	TEM ID	COLOR	ACM	Asbestos Fibers Type	Percent	Non-Asbestos Fibers Type	Percent	Filler Binder	Comments
MFA-1 9x9 floor tile - white	355881	White	N/D	Chrysotile Amosite		Cellulose Glass		95-100	SLM
MFA-2 9x9 floor tile - white	355882	White	N/D	Chrysotile Amosite		Cellulose Glass		95-100	SLM
MFA-3 9x9 floor tile - white	355883	White	N/D	Chrysotile Amosite		Cellulose Glass		95-100	SLM
MFA-1* Mastic on MFA-1	355884	Black	N/D	Chrysotile Amosite		Cellulose Glass		95-100	
MFA-2* Mastic on MFA-2	355885	Black	N/D	Chrysotile Amosite		Cellulose Glass		95-100	

Samples were analyzed following the procedures contained in the EPA Method 600/R-93/116, July 1993. This report applies only to samples tested. SLM: The optical resolution of polarized light microscopy limits the size of fibers that are visible. In samples where very small fibers may be present, the asbestos fibers may be smaller than the resolution limit of a polarized light microscope. In those cases, the result of the PLM analysis is not conclusive where the sample is reported as non-asbestos. Samples that are expected to contain small fibers (such as floor tile samples and vermiculite) and that are reported as non-asbestos by PLM should be further analyzed by transmission electron microscopy. This report may not be reproduced except in full and with the approval of the Laboratory. This report may not be used by the client to claim product endorsement by NVLAP or any agency of the US government. An estimate of the laboratory uncertainty is available upon request.

Key: ACM = Asbestos Containing Material as defined in USEPA NESHAP Regulation; TR = Trace; N/D = None Detected

Page 1 of 8



# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc. <b>Contact:</b> Mike Brennan <b>Address:</b> 1000 East Warrenville Road Naperville IL 60563-	<b>Client Project Ref:</b> T119194 <b>Project Location:</b> <b>TEM Project:</b> 57574 <b>Analyzed by:</b> James Tuinenga <b>Date Analyzed:</b> 3/22/2019	
Sample Information		Fibrous Materials
Client Sample ID Description	TEM COLOR	ACM
MFA-3* Mastic on MFA-3	355886 Black	N/D
MFB-1 9x9 floor tile - gray w/white	355887 Gray	N/D
MFB-2 9x9 floor tile - gray w/white	355888 Gray	N/D
MFB-3 9x9 floor tile - gray w/white	355889 Gray	N/D
MFB-1* Mastic on MFB-1	355890 Black	N/D
	Asbestos Fibers Type	Percent
	Non-Asbestos Fibers Type	Percent
	Filler	Binder
	Comments	
	Cellulose	95-100
	Glass	
	Chrysotile	
	Amosite	
	Cellulose	95-100
	Glass	
	Chrysotile	
	Amosite	
	Cellulose	95-100
	Glass	
	Chrysotile	
	Amosite	
	Cellulose	95-100
	Glass	
	Chrysotile	
	Amosite	

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 Report Approved by:



# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION

### POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc.		<b>Client Project Ref:</b> T119194					
<b>Contact:</b> Mike Brennan		<b>Project Location:</b>					
<b>Address:</b> 1000 East Warrenville Road		TEM Project: 57574					
Naperville IL 60563-		Analyzed by: James Tuinenga					
		Date Analyzed: 3/22/2019					
Sample Information		Fibrous Materials		Non-Fibrous Materials			
Client Sample ID	TEM ID	COLOR	ACM	Asbestos Fibers Type	Non-Asbestos Fibers Type	Filler Binder	Comments
MFC-1* mastic on MFC-1	355896	Black	Yes	Chrysotile Amosite	5-10	Cellulose Glass	90-95
MFC-2* mastic on MFC-2	355897	Not analyzed		Chrysotile Amosite		Cellulose Glass	
MFC-3* mastic on MFC-3	355898	Not analyzed		Chrysotile Amosite		Cellulose Glass	
MMA-1 Drywall joint compound	355899	White	N/D	Chrysotile Amosite		Cellulose Glass	95-100
MMA-2 Drywall joint compound	355900	White	N/D	Chrysotile Amosite		Cellulose Glass	95-100

Samples were analyzed following the procedures contained in the EPA Method 600/R-93/116, July 1993. This report applies only to samples tested.

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# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION

POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc.		<b>Client Project Ref:</b> T119194	
<b>Contact:</b> Mike Brennan		<b>Project Location:</b> 57574	
<b>Address:</b> 1000 East Warrenville Road Naperville IL 60563-		<b>Analized by:</b> James Tunenga	
		<b>Date Analyzed:</b> 3/22/2019	
Sample Information		Non-Fibrous Materials	
Client Sample ID	TEM ID	Asbestos Fibers Type	Non-Asbestos Fibers Type
Description	COLOR	Percent	Percent
MMA-3 Drywall joint compound	White	Chrysotile Amosite	Cellulose Glass
MMB-1 Window glazing	Gray	Chrysotile Amosite	Cellulose Glass
MMB-2 Window glazing	Gray	Chrysotile Amosite	Cellulose Glass
MMB-3 Window glazing	Gray	Chrysotile Amosite	Cellulose Glass
MMC-1 Transite siding	Gray	Chrysotile Amosite	Cellulose Glass
		5-10	90-95

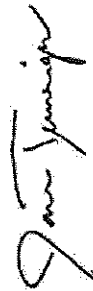
Samples were analyzed following the procedures contained in the EPA Method 600/R-93/116, July 1993. This report applies only to samples tested.

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Page 5 of 8



# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION

### POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc. <b>Contact:</b> Mike Brennan <b>Address:</b> 1000 East Warrenville Road Naperville IL 60563-		<b>Client Project Ref:</b> T119194 <b>Project Location:</b> <b>TEM Project:</b> 57574 <b>Analyzed by:</b> <b>Date Analyzed:</b>							
Sample Information		Fibrous Materials		Non-Fibrous Materials					
Client Sample ID	TEM ID	COLOR	ACM	Asbestos Fibers Type	Percent	Non-Asbestos Fibers Type	Percent	Filler Binder	Comments
MMC-2 Transite siding	355906	Not analyzed		Chrysotile Amosite		Cellulose Glass			
MMC-3 Transite siding	355907	Not analyzed		Chrysotile Amosite		Cellulose Glass			
MMD-1 Window caulk	355908	Gray	Yes	Chrysotile Amosite	2-5	Cellulose Glass		90-95	
MMD-2 Window caulk	355909	Not analyzed		Chrysotile Amosite		Cellulose Glass			
MMD-3 Window caulk	355910	Not analyzed		Chrysotile Amosite		Cellulose Glass			

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# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc.	<b>Client Project Ref:</b> T119194		
<b>Contact:</b> Mike Brennan	<b>Project Location:</b>		
<b>Address:</b> 1000 East Warrenville Road	<b>TEM Project:</b> 57574		
Naperville IL 60563-	<b>Analyzed by:</b> James Tuinenga		
	<b>Date Analyzed:</b> 3/22/2019		
Sample Information		Fibrous Materials	Non-Fibrous Materials
Client Sample ID Description	TEM ID.	COLOR	ACM
Asbestos Fibers Type	Percent	Non-Asbestos Fibers Type	Filler Binder
MME-1 Block coating	355911	Black	Yes
		Chrysotile Amosite	2-5
MME-2 Block coating	355912	Not analyzed	
		Chrysotile Amosite	Cellulose Glass
MME-3 Block coating	355913	Not analyzed	
		Chrysotile Amosite	Cellulose Glass
MMF-1 Roof shingle	355914	Black	N/D
		Chrysotile Amosite	5-10
MMF-2 Roof shingle	355915	Black	N/D
		Chrysotile Amosite	5-10

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*James Tuinenga*

# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION

### POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc. <b>Contact:</b> Mike Brennan <b>Address:</b> 1000 East Warrenville Road Naperville IL 60563-		<b>Client Project Ref:</b> T119194 <b>Project Location:</b> <b>TEM Project:</b> 57574 <b>Analyzed by:</b> James Tuinenga <b>Date Analyzed:</b> 3/22/2019	
Sample Information		Fibrous Materials	Non-Fibrous Materials
Client Sample ID	TEM ID.	Color	ACM
MMF-3	355916	Black	N/D
Roof shingle		Chrysotile Amosite	Cellulose Glass
		Asbestos Fibers	Non-Asbestos Fibers
		Type	Type
		Percent	Percent
			Filler
			Binder
			Comments
			90-95
			5-10

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Page 8 of 8

*James Tuinenga*

# TEM Environmental

## BULK ASBESTOS SAMPLE EVALUATION POLARIZED LIGHT MICROSCOPY (PLM) TECHNIQUE NVLAP LAB CODE: 101130-0

<b>Company Name:</b> True North Consultants, Inc. <b>Contact:</b> Mike Brennan <b>Address:</b> 1000 East Warrenville Road Naperville IL 60563-	<b>Client Project Ref:</b> TH19194 <b>Project Location:</b> <b>TEM Project:</b> 57589 <b>Analyzed by:</b> Lori Boersma <b>Date Analyzed:</b> 3/25/2019								
Sample Information		Non-Fibrous Materials							
Client Sample ID	TEM ID	Color	ACM	Asbestos Fibers		Non-Asbestos Fibers		Filler	Comments
Description	ID	Type	Percent	Type	Percent	Type	Percent	Binder	
MFD-1 Black Mastic	355966	Black	No	Chrysotile Amosite	Trace	Cellulose Glass	Trace	90-100	
MFD-2 Black Mastic	355967	Black	No	Chrysotile Amosite	Trace	Cellulose Glass	Trace	90-100	
MFD-3 Black Mastic	355968	Black	Yes	Chrysotile Amosite	1-2	Cellulose Glass	Trace	98-99	

Samples were analyzed following the procedures contained in the EPA Method 600/R-93/116, July 1993. This report applies only to samples tested.  
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Page 1 of 1



Report Approved by:

630-790-0880 174 N BRANDON DRIVE GLENDALE HEIGHTS, ILLINOIS 60139





1000 East Warrenville Road, Suite 140  
Naperville, Illinois 60563

P : 630 717 2880  
F : 630 689 5881

mail@consulttruenorth.com

December 21, 2018

Ms. Dawn Didier  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

**Subject:       Lead-Based Paint Sampling and Analysis**  
**3854 Glendenning Road, Downers Grove, Illinois**  
**True North Project No. TII8818**

Dear Ms. Didier:

True North Consultants, Inc. (True North) was retained by the Village of Downers Grove (Client) to conduct sampling and analysis of various painted surfaces associated with the single-family residential structure located at 3854 Glendenning Road in Downers Grove, Illinois (Site). Testing services were performed by an Illinois Department of Public Health (IDPH) licensed lead risk assessor (Joseph T. Keca, License No. 1002191) on December 17, 2018.

### **Background**

The Site consists of a one story single family residential structure with a full basement located at 3854 Glendenning Road in Downers Grove, Illinois. The scope of testing was limited to the interior and exterior of the structure (Subject Spaces) that is currently scheduled for demolition. The purpose of the testing was to determine the lead content of painted surfaces that may be impacted by planned demolition activities.

### **Methods**

Representative testing of suspect lead-based paint was performed from various testing combinations present. A testing combination is defined as a unique combination of room equivalent, building component type and substrate.

Bulk samples were analyzed by Flame Atomic Absorption Spectrophotometry (AAS) in accordance with National Institute of Occupational Safety and Health (NIOSH) modified Method 7082. Results of sample analysis were reported in the units milligrams per kilogram (parts per million).



ENVIRONMENT : INFRASTRUCTURE : DEVELOPMENT

## Findings

A total of nine (9) bulk samples were collected from representative surfaces during the sampling event. The results of bulk sample analysis are provided below:

Sample Location	Sample Number(s)	Paint Color	Component	Substrate	Lead Concentration (mg/Kg)
Window Frames	P-1	White	Window Frame	Wood	270,000
Door Frames	P-2	White	Door Frame	Wood	1,100
Soffit	P-3	White	Soffit	Wood	150
Wall	P-4	Peach	Wall	Drywall	< 86
Wall	P-5	White	Wall	Drywall	< 84
Wall	P-6	Pink	Wall	Drywall	< 93
Siding	P-7	Blue	Siding	Aluminum	< 420

### Notes:

- (1) The scope of sampling was limited to the aforementioned surface coatings only and did not include and evaluation of base metals.  
 (2) The current EPA/HUD Standard for lead-based paint is set at 0.5% by weight or 5,000 parts per million.

## Discussion

The USEPA / HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* defines LBP as paint that contains greater than 0.5% lead by weight (5,000 parts per million) or 1.0 mg/cm<sup>2</sup> by X-ray fluorescence. Surfaces that are determined to be above the regulatory threshold level are defined as "Lead-Based Paint". Surfaces that are determined to be below the regulatory threshold are not defined as LBP, although low concentrations of lead may be present.

Due to the health effects associated with lead exposure, various federal and state agencies have promulgated standards and regulations for the performance of lead-related work activities. The U.S. Occupational Safety and Health Administration (OSHA) *Lead in Construction Standard* (29 CFR 1926.62) regulates occupational exposure to lead and applies to all lead-related work activities. The HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* apply to target housing and child occupied facilities. Child occupied facilities are defined as facilities occupied by children 6 years of age and younger and may include daycare facilities, elementary schools, and other facilities routinely occupied by children 6 years and younger. The Illinois Department of Public Health (IDPH) *Lead Poisoning Prevention Code*,



ENVIRONMENT | INFRASTRUCTURE | DEVELOPMENT

and USEPA *Renovation, Repair and Painting Rule* (RRP) also regulate work activities performed in facilities where children ages 6 and younger may be present.

Architectural components and/or demolition debris are generally considered to be general construction and demolition (C&D) and may be disposed of at an approved RCRA Subtitle D Landfill subject to the disposal criteria of the accepting facility. Lead-based paint scrapings, sandblasting waste, and loose paint chips/dust generated during demolition activities may be classified as a hazardous waste, according to state and federal regulations. Generators of these types of waste must perform waste characterization analysis to determine if their waste is hazardous prior to disposal.

### **Recommendations**

Based upon the findings of the survey, lead-based paint was identified at the Subject Site. In the event that work activities are performed that could result in occupational exposure to contaminants of concern, however, appropriate control measures should be implemented to protect workers, pedestrians and the environment.

### **General Remarks**

The scope of testing performed was limited to representative paint sampling and does not constitute a comprehensive EPA/HUD lead-based paint inspection. If additional painted surfaces are identified during demolition activities that have not been previously evaluated additional testing is recommended. The results of analysis are not intended to be utilized for the purpose of hazardous waste characterization.

The services performed by the environmental scientists on this project have been conducted with that level of care and skill ordinarily exercised by reputable members of the profession, practicing in the same locality, under similar budget and time constraints. No warranty is made or intended.

Enclosed with this letter are copies of analytical results. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

**TRUE NORTH CONSULTANTS**

Michael D. Brennan  
Senior Project Manager

**STAT** Analysis Corporation

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditations: IEPA ELAP 100445; ORELAP IL300001; AIHA-LAP, LLC 101160; NVLAP LabCode 101202-0

December 20, 2018

True North Consultants, Inc.  
1240 Iroquois Avenue  
Naperville, IL 60563

Telephone: (630) 717-2880  
Fax: (630) 689-5881

Analytical Report for STAT Work Order: 18120542 Revision 0

RE: T118818, City of Downers Grove, 3854 Glendenning

Dear Joseph Keca:

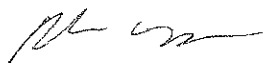
STAT Analysis received 7 samples for the referenced project on 12/18/2018 10:10:00 AM. The analytical results are presented in the following report.

All analyses were performed in accordance with methods as referenced on the analytical report. Those analytical results expressed on a dry weight basis are also noted on the analytical report.

All analyses were performed within established holding time criteria, and all Quality Control criteria met AIHA-LAP, LLC (a NLLAP recognized accrediting body), EPA or laboratory specifications except when noted in the Case Narrative or Analytical Report. Sample acceptance criteria has been met unless noted in the Case Narrative or Sample Receipt Checklist. If required, an estimate of uncertainty for the analyses can be provided. Sample results have not been corrected for contamination based on field blank or other analytical blank, unless noted in the case narrative.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions regarding the enclosed materials, please contact me at (312) 733-0551.

Sincerely,



Brandon Young  
Project Manager

*The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This analytical report shall become property of the Customer upon payment in full. Otherwise, STAT will be under no obligation to support, defend or discuss the analytical report.*

**STAT Analysis Corporation**

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATanalysis.com

Accreditation Numbers : IEPA ELAP 100445 ; ORELAP IL300001 ; AIHA-LAP, LLC 101160

Date Reported: December 20, 2018

**ANALYTICAL RESULTS**

Date Printed: December 20, 2018

Client: True North Consultants, Inc.  
 Work Order: 18120542 Revision 0  
 Project: T118818, City of Downers Grove, 3854 Glendenning

Client ID	Additional Info	Sample ID	Matrix	Lead Result	Units	Qualifier	Analyst	Date Analyzed	Analytical Method
P-1		18120542-001A	Paint Chips	270000	mg/Kg		JTB	12/20/2018	N7082M
P-2		18120542-002A	Paint Chips	1100	mg/Kg		JTB	12/20/2018	N7082M
P-3		18120542-003A	Paint Chips	150	mg/Kg		JTB	12/20/2018	N7082M
P-4		18120542-004A	Paint Chips	< 86	mg/Kg		JTB	12/20/2018	N7082M
P-5		18120542-005A	Paint Chips	< 84	mg/Kg		JTB	12/20/2018	N7082M
P-6		18120542-006A	Paint Chips	< 93	mg/Kg		JTB	12/20/2018	N7082M
P-7		18120542-007A	Paint Chips	< 420	mg/Kg		JTB	12/20/2018	N7082M

Reporting limit for paints is 100 mg/Kg based on 0.05 g sample digested.

Qualifiers: B - Analyte detected in the associated Method Blank  
 S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 \* - Non-accredited parameter



Photographic Documentation  
Lead Based Paint Testing Report  
3854 Glendenning Road, Downers Grove, Illinois

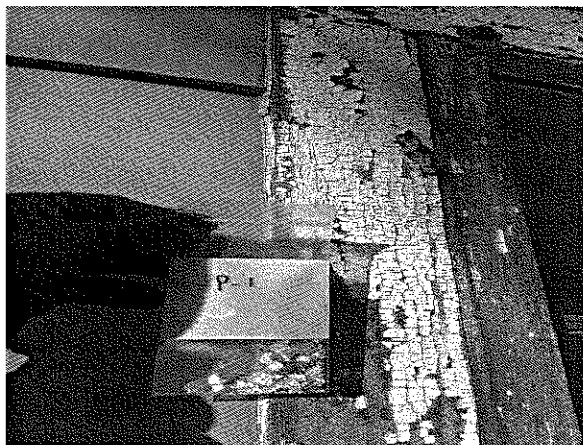


Photo 1 – View of white paint on wood window frame.



Photo 2 – View of white paint on wood door frame.



Photo 3 – View of white paint on exterior wood soffit.



Photo 4 – View of peach paint on drywall wall.



View 5 – View of white paint on drywall wall.



Photo 6 – View of pink paint on drywall wall.

Photographic Documentation  
Lead Based Paint Testing Report  
3854 Glendenning Road, Downers Grove, Illinois



Photo 7 – View of blue paint on exterior siding.



1000 East Warrenville Road, Suite 140  
Naperville, Illinois 60563

P : 630 717 2880  
F : 630 689 5881

mail@consulttruenorth.com

December 21, 2018

Ms. Dawn Didier  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, Illinois 60515

**Subject: Pre-Demolition Asbestos Survey  
3854 Glendenning Road – Downers Grove, Illinois  
True North Project No. T118818**

Dear Ms. Didier:

True North Consultants, Inc. was retained by the Village of Downers Grove (Client) to conduct a pre-demolition asbestos survey of the single-family residential structure located at 3854 Glendenning Road in Downers Grove, Illinois (Site). Survey services were provided by an Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspector (Roy W. Bass, License No. 100-19144) on December 17, 2018.

The purpose of the survey was to determine the asbestos-content of suspect asbestos-containing materials associated with the structure prior to planned demolition activities. A total of twenty-one (21) samples were collected during the sampling event. The bulk samples were submitted to a National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis (Eurofins CEI, Inc. - Accreditation No. 101768-0).

The bulk samples were analyzed for asbestos content in accordance with the procedures for Polarized Light Microscopy (PLM) with dispersion staining, contained in the Environmental Protection Agency (EPA) *Method for the Determination of Asbestos in Bulk Building Materials* (EPA/600/R-93/116). Results of sample analysis were reported as a percent composition. The following is a summary of PLM analytical results for sampled materials:

Table 1: Summary of Findings – Suspect Asbestos-Containing Materials Single-Family Residential Structure 3854 Glendenning Road, Downers Grove, Illinois				
Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
Drywall/ Joint Compound	MMA-1,2,3	Located on the walls and ceilings throughout the structure.	> 1,000 Square Feet	None Detected
9"x 9" Floor Tile and Mastic – Gray	MFA-1,2,3	Located within the hallway. Asbestos was detected in the floor tile only.	80 Square Feet	Chrysotile 5%



ENVIRONMENT : INFRASTRUCTURE : DEVELOPMENT

Table 1: Summary of Findings – Suspect Asbestos-Containing Materials Single-Family Residential Structure 3854 Glendenning Road, Downers Grove, Illinois				
Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
Sheet Flooring – White	MFB-1,2,3	Located within the bathroom.	40 Square Feet	None Detected
9" x 9" Floor Tile with Mastic – Gray	MFC-1,2,3	Located within the living room.	200 Square Feet	Chrysotile 5%
12" x 12" Floor Tile with Mastic – Tan	MFD-1,2,3	Located within the laundry room.	80 Square Feet	None Detected
Roofing Shingles	MMB-1,2,3	Located on the roof of the structure.	1,000 Square Feet	None Detected
Window Glazing	MMC-1,2,3	Located on the windows of the structure.	80 Linear Feet	None Detected

## Notes:

- (1) The scope of sampling was limited to the aforementioned materials only. In the event that additional suspect asbestos-containing materials are identified during planned demolition/renovation activities additional testing may be required.
- (2) Any quantities of material identified within this report are solely intended to be estimates and are not intended to be exact.

The Environmental Protection Agency (EPA) defines asbestos-containing materials as those materials that contain greater than 1% asbestos. **Based upon the results of analysis, asbestos-containing materials were identified at the subject Site.** It should also be noted that an excessive amount of debris was present throughout the interior space which will need to be removed in order to access the underlying flooring materials.

Due to the health effects associated with asbestos exposure, various federal, state and local agencies have promulgated standards and regulations for the performance of asbestos-related activities. Specifically, asbestos-containing materials at the Site may be regulated by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Illinois Department of Public Health (IDPH) and other local agencies. In that asbestos-containing materials were identified at the Site, the aforementioned asbestos regulations may apply to the removal and disposal of identified materials.

Enclosed with this letter are copies of analytical results. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

**TRUE NORTH CONSULTANTS**

Michael D. Brennan  
Senior Project Manager



December 20, 2018

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

**CLIENT PROJECT:** Downers Grove, T118818  
**CEI LAB CODE:** A1817194

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on December 18, 2018. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tianbao Bai".

Tianbao Bai, Ph.D., CIH  
Laboratory Director

**NVLAP**<sup>®</sup>  
TESTING  
NVLAP LAB CODE 101768-0



CEI

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**ASBESTOS ANALYTICAL REPORT**  
**By: Polarized Light Microscopy**

Prepared for

**True North Consultants, Inc.**

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CLIENT PROJECT: Downers Grove, T118818

LAB CODE: A1817194

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 12/20/18

TOTAL SAMPLES ANALYZED: 21

# SAMPLES >1% ASBESTOS: 2



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# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Downers Grove, T118818

LAB CODE: A1817194

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
MMA-1		A216963	White, Gray	Drywall/Joint Compound	None Detected
MMA-2		A216964	White, Gray	Drywall/Joint Compound	None Detected
MMA-3		A216965	White, Gray	Drywall/Joint Compound	None Detected
MFA-1		A216966A	Gray	Floor Tile	<b>Chrysotile 5%</b>
		A216966B	Black	Mastic	None Detected
MFA-2		A216967A		Sample Not Analyzed per COC	
		A216967B	Black	Mastic	None Detected
MFA-3		A216968A		Sample Not Analyzed per COC	
		A216968B	Black	Mastic	None Detected
MFB-1		A216969	White	Sheet Flooring	None Detected
MFB-2		A216970	White	Sheet Flooring	None Detected
MFB-3		A216971	White	Sheet Flooring	None Detected
MFC-1		A216972A	Brown	Floor Tile	<b>Chrysotile 5%</b>
		A216972B	Black	Mastic	None Detected
MFC-2		A216973A		Sample Not Analyzed per COC	
		A216973B	Black	Mastic	None Detected
MFC-C		A216974A		Sample Not Analyzed per COC	
		A216974B	Black	Mastic	None Detected
MFD-1		A216975A	Tan	Floor Tile	None Detected
		A216975B	Tan	Mastic	None Detected
MFD-2		A216976A	Tan	Floor Tile	None Detected
		A216976B	Tan	Mastic	None Detected
MFD-3		A216977A	Tan	Floor Tile	None Detected
		A216977B	Tan	Mastic	None Detected
MMB-1	Layer 1	A216978	Black	Shingle	None Detected
	Layer 2	A216978	Black	Shingle	None Detected
MMB-2	Layer 1	A216979	Black	Shingle	None Detected
	Layer 2	A216979	Black	Shingle	None Detected
MMB-3	Layer 1	A216980	Black	Shingle	None Detected
	Layer 2	A216980	Black	Shingle	None Detected
MMC-1		A216981	Off-white	Window Glazing	None Detected



## Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Downers Grove, T118818

LAB CODE: A1817194

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
MMC-2		A216982	Off-white	Window Glazing	None Detected
MMC-3		A216983	Off-white	Window Glazing	None Detected



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
1000 East Warrenville Road Suite 140  
Naperville, IL 60563

**Lab Code:** A1817194  
**Date Received:** 12-18-18  
**Date Analyzed:** 12-19-18  
**Date Reported:** 12-20-18

**Project:** Downers Grove, T118818

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
<b>MMA-1</b> A216963	Drywall/Joint Compound	Heterogeneous White, Gray Fibrous Bound	5%	Cellulose	10%	Paint	None Detected
					75%	Gypsum	
					10%	Calc Carb	
<b>MMA-2</b> A216964	Drywall/Joint Compound	Heterogeneous White, Gray Fibrous Bound	5%	Cellulose	10%	Paint	None Detected
					75%	Gypsum	
					10%	Calc Carb	
<b>MMA-3</b> A216965	Drywall/Joint Compound	Heterogeneous White, Gray Fibrous Bound	5%	Cellulose	10%	Paint	None Detected
					75%	Gypsum	
					10%	Calc Carb	
<b>MFA-1</b> A216966A	Floor Tile	Heterogeneous Gray Fibrous Bound			60%	Vinyl	<b>5% Chrysotile</b>
					35%	Silicates	
A216966B	Mastic	Heterogeneous Black Non-fibrous Bound			100%	Mastic	None Detected
<b>MFA-2</b> A216967A	Sample Not Analyzed per COC						
A216967B	Mastic	Heterogeneous Black Non-fibrous Bound			100%	Mastic	None Detected
<b>MFA-3</b> A216968A	Sample Not Analyzed per COC						



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
1000 East Warrenville Road Suite 140  
Naperville, IL 60563

**Lab Code:** A1817194  
**Date Received:** 12-18-18  
**Date Analyzed:** 12-19-18  
**Date Reported:** 12-20-18

**Project:** Downers Grove, T118818

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
A216968B	Mastic	Heterogeneous Black Non-fibrous Bound	100%	Mastic		None Detected	
<b>MFB-1</b> A216969	Sheet Flooring	Heterogeneous White Fibrous Bound	25% 25%	Cellulose Fiberglass	25% 25%	Vinyl Binder	None Detected
<b>MFB-2</b> A216970	Sheet Flooring	Heterogeneous White Fibrous Bound	25% 25%	Cellulose Fiberglass	25% 25%	Vinyl Binder	None Detected
<b>MFB-3</b> A216971	Sheet Flooring	Heterogeneous White Fibrous Bound	25% 25%	Cellulose Fiberglass	25% 25%	Vinyl Binder	None Detected
<b>MFC-1</b> A216972A	Floor Tile	Heterogeneous Brown Fibrous Bound			60% 35%	Vinyl Silicates	<b>5% Chrysotile</b>
A216972B	Mastic	Heterogeneous Black Fibrous Bound	50%	Cellulose	50%	Tar	None Detected
<b>MFC-2</b> A216973A	Sample Not Analyzed per COC						
A216973B	Mastic	Heterogeneous Black Fibrous Bound	50%	Cellulose	50%	Tar	None Detected



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
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**Lab Code:** A1817194  
**Date Received:** 12-18-18  
**Date Analyzed:** 12-19-18  
**Date Reported:** 12-20-18

**Project:** Downers Grove, T118818

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
<b>MFC-C</b> A216974A	Sample Not Analyzed per COC						
A216974B	Mastic	Heterogeneous Black Fibrous Bound	50%	Cellulose	50%	Tar	None Detected
<b>MFD-1</b> A216975A	Floor Tile	Heterogeneous Tan Non-fibrous Bound			65%	Vinyl	None Detected
A216975B	Mastic	Heterogeneous Tan Non-fibrous Bound			35%	Silicates	None Detected
A216975B	Mastic	Heterogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected
<b>MFD-2</b> A216976A	Floor Tile	Heterogeneous Tan Non-fibrous Bound			65%	Vinyl	None Detected
A216976B	Mastic	Heterogeneous Tan Non-fibrous Bound			35%	Silicates	None Detected
A216976B	Mastic	Heterogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected
<b>MFD-3</b> A216977A	Floor Tile	Heterogeneous Tan Non-fibrous Bound			65%	Vinyl	None Detected
A216977B	Mastic	Heterogeneous Tan Non-fibrous Bound			35%	Silicates	None Detected
A216977B	Mastic	Heterogeneous Tan Non-fibrous Bound			100%	Mastic	None Detected



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# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
1000 East Warrenville Road Suite 140  
Naperville, IL 60563

**Lab Code:** A1817194  
**Date Received:** 12-18-18  
**Date Analyzed:** 12-19-18  
**Date Reported:** 12-20-18

**Project:** Downers Grove, T118818

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous	Cellulose	Non-Fibrous		
MMB-1 Layer 1 A216978	Shingle	Heterogeneous	25%	Cellulose	15%	Gravel	None Detected
		Black			15%	Silicates	
		Fibrous			45%	Tar	
		Bound					
Layer 2 A216978	Shingle	Heterogeneous	60%	Cellulose	40%	Tar	None Detected
		Black					
		Fibrous					
		Bound					
MMB-2 Layer 1 A216979	Shingle	Heterogeneous	25%	Cellulose	15%	Gravel	None Detected
		Black			15%	Silicates	
		Fibrous			45%	Tar	
		Bound					
Layer 2 A216979	Shingle	Heterogeneous	60%	Cellulose	40%	Tar	None Detected
		Black					
		Fibrous					
		Bound					
MMB-3 Layer 1 A216980	Shingle	Heterogeneous	25%	Cellulose	15%	Gravel	None Detected
		Black			15%	Silicates	
		Fibrous			45%	Tar	
		Bound					
Layer 2 A216980	Shingle	Heterogeneous	60%	Cellulose	40%	Tar	None Detected
		Black					
		Fibrous					
		Bound					
MMC-1 A216981	Window Glazing	Heterogeneous	<1%	Cellulose	80%	Binder	None Detected
		Off-white	5%	Talc	15%	Silicates	
		Fibrous					
		Bound					



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## ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
1000 East Warrenville Road Suite 140  
Naperville, IL 60563

**Lab Code:** A1817194  
**Date Received:** 12-18-18  
**Date Analyzed:** 12-19-18  
**Date Reported:** 12-20-18

**Project:** Downers Grove, T118818

### ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
MMC-2 A216982	Window Glazing	Heterogeneous	<1%	Cellulose	80%	None Detected
		Off-white	5%	Talc	15%	
		Fibrous				
		Bound				
MMC-3 A216983	Window Glazing	Heterogeneous	<1%	Cellulose	80%	None Detected
		Off-white	5%	Talc	15%	
		Fibrous				
		Bound				



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**LEGEND:**    Non-Anth        = Non-Asbestiform Anthophyllite  
                  Non-Trem        = Non-Asbestiform Tremolite  
                  Calc Carb        = Calcium Carbonate

---

**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

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**REPORTING LIMIT:** <1% by visual estimation

---

**REPORTING LIMIT FOR POINT COUNTS:** 0.25% by 400 Points or 0.1% by 1,000 Points

---

**REGULATORY LIMIT:** >1% by weight

---

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. *Estimated measurement of uncertainty is available on request.*

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins CEI. Eurofins CEI makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID, location, volume and area as well as date and time of sampling.

ANALYST:

*Carly Goodman*  
 Carly Goodman

APPROVED BY:

*Tianbao Bai*  
 Tianbao Bai, Ph.D., CIH  
 Laboratory Director

**NVLAP**<sup>®</sup>  
 TESTING  
 NVLAP LAB CODE 101768-0



107 New Edition Court, Cary, NC 27511  
 Tel: 866-481-1412; Fax: 919-481-1442

# CHAIN OF CUSTODY

<b>LAB USE ONLY:</b>	
CEI Lab Code:	A1817194 (21)
CEI Lab I.D. Range:	A216963 - A216983

COMPANY CONTACT INFORMATION	
Company: True North Consultants	Client #:
Address: 1000 East Warrenville Road	Job Contact: Mike Brennan Roy Bass
Suite 140	Email: mbrennan@consulttruenorth.com,
Naperville, Illinois 60563	Tel: 224-387-6014 630-303-0273
Project Name: Downers Grove	Fax: 630.689.5881
Project ID #: T118818	P.O. #:

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR*	8 HR*	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAVIMETRIC	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCM AIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	CEI LABS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD PAINT	METHOD	4 HR**	8 HR**	24 HR**	2 DAY	3 DAY	5 DAY
LEAD PAINT	EPA SW846 7000B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD WIPE	EPA SW846 7000B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SOIL	EPA SW846 7000B	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD AIR	NIOSH 7082	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS: Test till positive per homogenous group. Please send copy of report to sbass@consulttruenorth.com		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time
<i>[Signature]</i>	12-17-18 11:19 AM	<i>[Signature]</i>	12/18 10:30

\*Call to confirm RUSH analysis.

Samples will be disposed of 30 days after analysis

\*\*TAT's are not available. Lead samples are subcontracted for analysis to an ELLAP accredited lab.



Village of Downers Grove – 4113 Belle Aire Lane & 3854 Glendenning Road Residential Demolitions

### **VIII. APPENDIX C**

Demolition Permit Application Packet from the Department of Community Development  
(11 pages)

VILLAGE OF DOWNERS GROVE  
 COMMUNITY DEVELOPMENT  
 Phone: 630-434-5515

**DEMOLITION / CONSTRUCTION SITE MANAGEMENT  
 PERMIT APPLICATION & CHECK LIST**  
 (Document Requirements for projects 600+ square feet)

Date: \_\_\_\_\_ Permit Number: \_\_\_\_\_  
 (Office Use Only)

Address of Project Site: \_\_\_\_\_

See Village's Municipal Codes, Chapter 7, Section 7.1800, 7.1801, Article XVIII – Demolition/Construction Site Management effective December 16, 2014 for more definitive site management information. (Attached)

• Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

- Photo of structure to be wrecked
- Demolition cost: \$ \_\_\_\_\_
- Square footage of structure being wrecked (indicate the appropriate square footage for each structure):

**Commercial Building** \_\_\_\_\_ S.F.

Other Commercial Structure(s) \_\_\_\_\_ S.F.

OR

**Residential** House include attached garage (if applicable) \_\_\_\_\_ S.F.

Detached Garage \_\_\_\_\_ S.F.

Other structure(s) \_\_\_\_\_ S.F.

- Name, address, telephone number of demolition contractor:

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_

- A copy of a Certificate of Insurance from wrecking company (B+ rating of \$1,000,000 for bodily injury, \$1,000,000 property damage and statutory coverage for workers compensation.), indicating the **site address** and the following statement listed in the description box of the certificate, *"The Village of Downers Grove, its officers, boards, commissions, elected and appointed officials, employees, agents and its heirs, successors and assigns, are named as additional insured."*

- Disconnects (if applicable) – contact the following:
  - \_\_\_\_\_ Public Works (Water Department) 630-434-5460
  - \_\_\_\_\_ Downers Grove Sanitary 630-969-0664
  - \_\_\_\_\_ DuPage County Health Department) 630-682-7400

- Air Conditioning system – documentation of reclamation of refrigerant.
- Utility Disconnects: On your letterhead and/or personal stationery, please indicate that all utility companies have been notified of appropriate disconnects. Disconnects must be done before the Village performs the first fence inspection.
- Signed Receipt of Rules Certificate (**Attached "Guidelines to Site Management Program".**)
- Signed Notification to Adjacent Neighbors (100 feet of the subject property) (**Attached "Guidelines to Site Management Program".**) Provide disclosure of a site plan, general explanation of the work to be done, and the name and address of resident. If mailing, disclose a copy of the certified return receipt cards.
- Parking plan indicating the parking for construction vehicles & location of construction fence and gate opening (indicate on a copy Plat of Survey – no larger than 11x17 paper size). Also indicate any barricades that will prevent pedestrian or vehicular traffic at the site resulting in the disruption of any pavement on a street, sidewalk or other public place (see **"Guidelines to Site Management Program" – item (n) of the Ordinance.**)

NOTE: DEMO PERMIT MUST BE PAID FOR PRIOR TO THE FENCES BEING INSTALLED.

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date

COMMUNITY DEVELOPMENT  
VILLAGE OF DOWNERS GROVE  
801 BURLINGTON AVENUE  
DOWNERS GROVE, IL 60515  
630-434-5515

## DEMOLITION PERMIT

### - CONSTRUCTION PARKING & CONSTRUCTION FENCE LOCATIONS -

Indicate the following on the plat of survey (no larger than 11x17 size):

- Indicate contact name, telephone number, and address.
- If plat does not indicate the North arrow, please designate.
- Markings must be clear and legible indicating fence and parking locations. Use a black pen or marker.
- "X's" should indicate the location around the construction site for the construction fence and silt fence placement. Indicate gate opening(s).
- Indicate construction parking with rectangle boxes marked with "X's" inside the box. (Markings should not be indicated in ditches, in front of hydrants or blocking driveways.)
- Indicate any barricades that will prevent pedestrian or vehicular traffic at the site resulting in the disruption of any pavement on a street, sidewalk or other public place.

---

### - INSPECTIONS -

Please be advised the footing inspection for the NEW house will be DELAYED if the TWO required DEMOLITION inspections are not scheduled accordingly, as we must inspect site before the new construction begins. Lacking these inspections could result in the bond monies being withheld.

- 1) The first wrecking inspection is BEFORE the demolition of the house.

The construction fence, the silt screening fence, the portable toilet, plus water tanker truck must be at the site to verify that the site is ready for demolition. The tanker truck is required to be on site in order to control any airborne particles during demolition.

- 2) The second demolition inspection is AFTER the demolition of the house. The inspector views the site making sure the site is appropriately cleaned up and the fences are intact.

YOU MUST CALL 630-434-5529 TO SET UP THESE TWO INSPECTIONS.

---

### - STORMWATER -

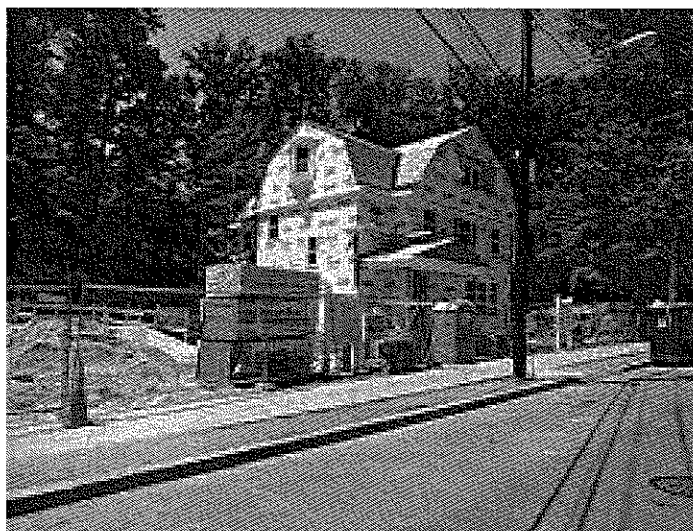
Where there are stormwater concerns (e.g. flood plains, Localized Poor Drainage Areas, wetlands, storm sewer, and overland flow paths), new structures or additions cannot be permitted on some parcels within the Village. The pre-existence of a structure on the property does not imply that any future construction on the site can be permitted, regardless of the timing of property purchase and demolition. Contact Community Development at 630.434.5941 for additional information.

VILLAGE OF DOWNERS GROVE  
801 Burlington Avenue, Downers Grove, IL 60515  
Phone: 630-434-5515

## **GUIDELINES to SITE MANAGEMENT PROGRAM**

(Effective: August 15, 2006, Revised 08/2007, 05/2014, 12/2014)

### **• PERMIT REQUIREMENTS**



### **• CONSTRUCTION PARKING & FENCE PLAN**

### **• RULES & REGULATIONS OF CONSTRUCTION SITE**

### **• INSPECTIONS**

### **• STORMWATER**

### **• HOURS OF CONSTRUCTION**

### **• SUBMISSION OF GRADING & SITE RESTORATION PLANS**

### **• CERTIFICATE OF INSURANCE**

### **• STREETS, SIDEWALKS and/or DRIVEWAY REGULATIONS**

### **• ADMINISTRATIVE CITATIONS**

### **• COMPLETION OF PROJECT**



VILLAGE OF DOWNERS GROVE  
 801 Burlington Avenue, Downers Grove, IL 60515  
 Phone: 630-434-5515

## GUIDELINES to SITE MANAGEMENT PROGRAM

"An applicant for a demolition and/or building permit ("permit applicant"), shall be responsible for safe construction site management during all phases of demolition and/or construction of permitted improvements."

The guideline listed below highlights the Ordinance section (see attached Ordinance #5444) which explains the process for new construction/demolition, remodeling and/or repairing primary residential and accessory structures that are 600+ square feet.

### Demolition/Construction Site Management Chapter 7, Section 7.1800, 7.1801, Article XVIII (Effective December 16, 2014)

#### Municipal Codes Section 7.1801

#### Description

- (a) Notification of demolition/construction to property owners one hundred (100) feet of the subject property pending work. (Form attached.)
- (b) Notification to utility companies.
- (c) Submission of grading and site restoration plans.
- (d) Construction fence and erosion control measures (silt fencing) requirements.
- (e) Tree protection within the property and the parkway.
- (f) & (g) Construction/demolition debris and refuse containment on job sites.
- (h) Portable toilet requirements.
- (i) Hours of construction/demolition.
- (j) Construction work limited to permitted property, unless proper right of entry has been secured from the owner of such property.
- (k) Posted Notice of Rules and Regulations – the applicant shall post on the permitted property. (Form attached.)
- (l) Noise regulations.
- (m) Debris regulations on subject construction property.
- (n) Streets, sidewalks and/or driveway regulations.
- (o) Airborne particles - water tankard truck requirements.
- (p) No open burning.
- (q) Signed Receipt of Rules and Regulations.
- (r) Permit fees.
- (s) Certificate of Insurance Requirements.  
 In the description box of the Certificate of Insurance, indicate:
  - (1) Site address of the project,
  - (2) And the following statement, *"The Village of Downers Grove, its officers, boards, commissions, elected and appointed officials, employees, agents and its heirs, successors and assigns, are named as additional insured."*
- (t) Bond Requirements.
- (u) Completion of project.
- (v) Fees and Fines.

The scope of work submitted must be outlined within the drawings, specifications, and/or technical sheets. All permit submissions are reviewed to ensure the project complies with the Village's building codes and standards, and accordingly will be reviewed by the Building, Planning and Engineering departments within Community Development. A written plan review will be provided to the applicant and/or general contractor upon completion of the plan review.

**DOWNERS GROVE MUNICIPAL CODE****Section 7.1800.ART. Article XVIII. SITE MANAGEMENT**

(Ord. 5077, Added, 10/06/2009)

**Section 7.1801. Demolition/Construction Site Management.**

An applicant for a demolition and/or building permit ("permit applicant") shall be responsible for safe construction site management during all phases of demolition and/or construction of permitted improvements. The following minimum standards shall be complied with prior to the commencement of work and throughout the duration of the project.

(a) Notification. Each permit applicant that seeks a demolition permit for an existing house or garage or a building permit for any construction that will add six hundred (600) square feet or more of gross floor area to an existing house or garage shall be required to provide notification to all residents of property located within one hundred (100) feet of the subject property. Such notification shall be made no less than seven (7) days prior to the commencement of any work and shall consist of providing the residents with a copy of an informational brochure provided by the Village, disclosure of a site plan, a general explanation of the work to be done, and the name, address and telephone number of the individual supervising the work. Each permit applicant shall submit written certification, on a form provided by the Village, of personal notification to all residents of property located within one hundred (100) feet of the subject property of the pending work as a condition precedent to issuance by the Village of a permit for work on the subject property.

(b) No structure shall be eligible for demolition unless and until the permit applicant has notified all utilities having service connections within or about the structure such as water, electric, gas, sewer, telephone and any other connections. The Village Public Works Department shall be notified to remove the water meter or the Village may give written permission to allow the permit applicant to remove the water meter. The Sanitary District must be notified regarding the capping of sanitary sewers. A permit to demolish a structure shall not be issued until a release is provided by the relevant utilities stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or capped in a safe manner.

(c) No structure shall be eligible for demolition unless and until the permit applicant has submitted and the Village has approved a grading and site restoration plan or an application for construction has been placed on file with the Village and the applicant has been issued an initial review letter from the Village.

(d) The permit applicant for demolition and/or construction shall be required to install and maintain in good working order a six (6) foot high temporary chain link construction fence with driven posts around the perimeter of the lot for all residential construction, and an eight (8) foot high temporary chain link construction fence with driven posts around the perimeter of the lot for all commercial construction. For both residential and commercial areas, the fencing must have a gated opening which shall be closed when no construction or demolition activity is being performed on the site. Fencing must be installed prior to the commencement of any construction or demolition on the site and must remain in place until the final grading of the property commences. Erosion control measures (silt fencing) must be installed and maintained on the inside of the perimeter fence. The Director of Community Development shall have the authority to determine the fencing requirements, excluding height requirements, and/or to require a written fencing plan for construction activities. The Director shall have the discretion to determine the appropriate timing and location of the fencing requirements in order to adequately protect the health, safety and welfare of the public and the adjacent residential and commercial properties.

(e) Each tree on the property, including the parkway, must be protected with fencing, and as provided in Section 24-7 of this Code.

(f) Construction/demolition debris and refuse containment shall be required for all job sites. Containment shall occur on the property that is the subject of the permit, and shall be within a dumpster or container that shall be fully covered to prevent windblown debris. Such dumpster or container shall be set back a minimum of five (5) feet from the front lot line and a minimum of five (5) feet from the side lot line. All such dumpsters or containers shall be covered at all times when no work is being performed on the property that is the subject of the permit. Such dumpster or container shall not be located on public property, including but not limited to, parkways or sidewalks.

- (g) Construction sites shall be provided with a portable toilet. The location of the portable toilet shall be set back as far as possible from all property lines to within three to four (4) feet from the excavation but not less than a minimum of five (5) feet from the front lot line and a minimum of five (5) feet from the side lot line, and whenever possible the portable toilet shall be located in the rear yard. Such portable toilet shall not be located on public property, including but not limited to, parkways or sidewalks.
- (h) The permit applicant shall maintain all construction/demolition sites free and clear of debris and refuse generated by site preparation, reconstruction or demolition of buildings and structures.
- (i) The hours of construction/demolition are as follows:  
7:00 a.m. to 7:00 p.m. Monday-Saturday  
No Work on Sundays
- (j) All construction work shall be limited to the permitted property. No permit issued pursuant to this Section shall authorize any entry onto the property adjoining the permitted property or any work for which entry onto property adjoining the permitted property is or may be necessary, unless a proper right of entry has been secured from the owner of such property.
- (k) Posted Notice of Rules and Regulations: The applicant shall post on the permitted property in a prominent place, visible from the public right-of-way, a sign containing notice of the rules and regulations applicable to demolition and construction work. The applicant shall also post notice of the contractor's name and a phone number of the individual supervising the work. Such sign shall be posted not less than four (4) nor more than seven (7) days in advance of the commencement of work. Such sign shall be maintained on the permitted property until all work on the permitted property has been completed and approved or until removal is requested by the Director. The size, shape and message of such sign shall be established by the Director of Community Development. The sign containing notice of rules and regulations shall be obtained from the Village wherein an administrative fee as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" shall be assessed by the Village.
- (l) The noise regulations contained in Section 15-5.1 of this Code shall be applicable.
- (m) The applicant shall cause all dirt, mud, gravel and other debris from the subject property or related to the work conducted on the subject property to be cleaned regularly every day from all streets and sidewalks adjoining or in the area of the subject property.
- (n) No streets, sidewalks or driveways shall be blocked so as to prevent pedestrian or vehicular traffic. An applicant performing any work resulting in the disruption of any pavement on a street, sidewalk or other public place or making any excavation or opening in the same shall maintain suitable barricades to prevent injury of any person or vehicle by reason of such work. All such barricades shall be protected by suitable lights at nighttime. Any defect in any pavement shall be barricaded to prevent injury. Permit applicants must comply with Section 19-44(i) of this Code regarding Traffic Control Procedures and must submit a construction site parking plan outlining the proposed location for all parking of contractor and worker vehicles. All vehicles shall comply with all Village ordinances. The Director of Community Development shall review the construction parking plan and shall either approve the plan as submitted, approve the plan with modifications and/or conditions or deny the plan. The applicant shall adhere to the terms and conditions of the approved construction parking plan. Failure to comply with the terms and conditions of the approved construction parking plan shall constitute a violation of this ordinance.
- (o) On all demolition sites and construction sites or in any situation where airborne particles may be dispersed, proper watering is required in that airborne particles shall be controlled at the property that is the subject of the permit during work hours by thoroughly saturating all portions of the structure with water. Such spraying shall be undertaken at all times necessary to thoroughly control the creation and migration of airborne particles, including without limitation, dust from the property that is the subject of the permit. The water source for control of airborne particles shall be either (i) a water tanker truck with pump capacity of one hundred (100) gallons per minute at the nozzle; or (ii) an approved public water hydrant. Water shall be delivered from the water source to the subject property by a hose with a minimum diameter of 2 ½ inches, which may be reduced to 1 ½ inches when on the property that is the subject of the permit. If a public water hydrant is used, a Village water meter and proper hydrant wrench must be used after acquiring a permit from the Public Works Department in accordance with Chapter 25-11 of the Downers Grove Municipal Code. Any hose leading from a public water hydrant and crossing a driveway, street, alley or other vehicular right-of-way or path must be bridged in a manner sufficient to protect the water system.
- (p) No open burning is permitted at the demolition/construction site.
- (q) Permit applicants shall submit written acknowledgment, on a form provided by the Village, of rules for construction/demolition site management.

(r) Permit fees shall be paid in the amount set forth in Article VIII of this Code.

(s) A bona fide certificate of insurance shall be supplied to the Village, showing minimum insurance coverage from an insurance company with at least a B+ rating of one million dollars (\$1,000,000.00) bodily injury, one million dollars (\$1,000,000.00) property damage and statutory coverage for workers compensation and shall name the Village of Downers Grove as an additional insured. A certificate of insurance shall accompany the permit applications. The building official may waive the insurance requirement for minor demolition work.

(t) A site management cash bond as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" shall be deposited with the Village and shall be kept in a separate account. Such cash bond shall be in addition to all other application and processing fees, costs, escrows, bonds and performance securities required, and stand as security for the full and complete performance by the permit applicant of the work covered by the permit, insuring the initiation of construction in a timely manner and proper management of the site, subject to the following provisions:

(i) The Village shall have the right at all times, at its option, to draw on the site management bond for the costs, including, without limitation, legal fees and administrative expenses incurred or to be incurred by the Village in exercising any of its rights under this Chapter in the event: 1) the applicant undertakes work in violation of any provision of this Chapter or of any permit issued or plan approved pursuant to this Chapter; or 2) the applicant fails or refuses to complete any work authorized by any permit issued under this Chapter in accordance with all plans approved in connection with said permit. The Village's determination of such costs shall be based either on costs actually incurred by the Village or on the Village's reasonable estimates of costs to be incurred.

(ii) If the Village draws on the site management bond, then the applicant shall replenish the bond to the full amount required by this section immediately after demand therefore is made to the applicant in writing by the Village. Any failure of the applicant to replenish the bond shall result in cancellation of the related permit, which permit shall not be reissued thereafter except after the filing of a new application therefore, repayment of the permit fee, and establishment of a new site management bond.

(iii) Upon certification by the building official of the satisfactory completion of the work, the balance of the cash bond shall be refunded to the permit applicant.

(u) (1) The applicant shall cause the demolition and/or construction of a structure to be completed with due diligence, in good faith and without delay. The applicant shall notify the Village at least twenty-four (24) hours prior to the commencement of demolition. Once the work commences on the site, the applicant shall continuously pursue completion of the work. If no substantial work is being pursued on the site for thirty (30) consecutive days or more once the work has commenced, then the site shall be deemed abandoned. Once the Village issues a notice of abandonment the applicant shall within ten (10) days from issuance of the abandonment notice either:

(i) commence work on the site and diligently pursue completion of the demolition; or

(ii) restore the property to a final grade and grass seeded condition or commence construction activities pursuant to a valid building permit.

For purposes of this Section, completion of demolition shall be defined as removal of all portions of the structure both above ground and below ground level and restoration of the property to a final grade and grass seeded condition.

(2) Additional fee for late work: If the applicant fails to comply with this Section he/she shall pay a late work fee as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" per day for each day until such work is completed. The Village shall deduct such fee from the site management bond.

(v) Fees and Fines: Failure to comply with the minimum standards will constitute a violation of this Code, subjecting violators to a stop work order and a minimum fine as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" per violation, for every day the violation exists. In addition to any other penalties provided in this Section, the Village Attorney shall have the authority to seek injunctive or other relief in the Circuit Court of DuPage County to enforce and compel compliance with the ordinance of the Village. Such injunctive action may be combined with counts seeking monetary fines as provided herein.

(i) Street Cleaning. If the applicant shall fail to clean all sidewalks and streets adjoining and in the area of the subject property, then the applicant shall pay a fine as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule" for each violation. The Village shall deduct such fine from the site management bond provided in Section(t). This charge shall be in addition to any fines assessed pursuant to Ordinance. (Ord. No. 1527, § 1; Ord. No. 2918, § 1.)

(Ord. 5444, Amended, 12/16/2014; Ord. 5138, Amended, 05/18/2010; Ord. 5132, Amended, 04/20/2010; Ord. 5077, Renumbered, 10/06/2009; Ord. 5052, Amended, 04/07/2009; Ord. 4895, Amended, 08/07/2007; Ord. 4801, Amended, 08/01/2006; Ord. 4684, Amended, 06/07/2005; Ord. 4673, Amended, 05/17/2005; Ord. 4565, Amended, 01/20/2004)



VILLAGE OF DOWNERS GROVE  
801 Burlington Avenue, Downers Grove, IL 60515  
Phone: 630-434-5515

**RECEIPT OF RULES CERTIFICATE for DEMOLITION / CONSTRUCTION SITE MANAGEMENT  
by the APPLICANT / CONTRACTOR**

Project Address: \_\_\_\_\_

Demolition/Construction Statement of Intent: \_\_\_\_\_

Demolition Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Property Owner(s): \_\_\_\_\_

Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

I, \_\_\_\_\_, hereby certify that I received a copy of  
(Contractor / Applicant)

Section 7.1801 of the Village of Downers Grove Code of Ordinances which sets forth the rules relating to demolition/construction site management.

I acknowledge that it is my responsibility to comply with all applicable codes and correct any construction and/or demolition work that violates the Building Codes, Zoning Codes and ordinances of the Village of Downers Grove, Illinois. I understand that the Village of Downers Grove's reviews and inspections do not relieve my ultimate responsibility to demolish and/or construct the project in conformance with all provisions of the Village's ordinances.

I understand that approval of a demolition permit is a conditional approval only, and that construction and/or demolition must be in conformance with all provisions of the aforementioned codes and ordinances. It is further understood that, in the event of a conflict between the permit and provisions of the codes and ordinances of the Village, the codes and ordinances of the Village must be followed.

**CONTRACTOR:**

**OWNER:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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



VILLAGE OF DOWNERS GROVE  
801 Burlington Avenue, Downers Grove, IL 60515  
Phone: 630-434-5515

**CERTIFICATE OF PERSONAL NOTIFICATION TO ADJACENT PROPERTY OWNERS**

Project Address: \_\_\_\_\_

Demolition/Construction Statement of Intent: \_\_\_\_\_

Demolition Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Certificate of Insurance on file?  yes  no

I, \_\_\_\_\_, hereby certify that I made personal contact with the following persons,  
(Contractor / Applicant)

provided them with a copy of the informational sheet entitled "What to Expect", disclosed the site plan, and gave a general description of the work to be done at the property listed above.

**Individuals signing the chart below shall be neighbors within 100 feet of the project address, not the contractor:**

Name <i>(Signature required)</i>	Address	Date

As the undersigned Contractor and/or Owner, I certify that pursuant to the Downers Grove Municipal Code, I provided personal notification to all adjacent property owners as evidenced by the above signatures of the pending demolition of an existing neighboring structure at least seven (7) days prior to the initiation of the demolition.

I further acknowledge that it is my responsibility to comply with all applicable codes and correct any construction and/or demolition work that violates the Building Codes, Zoning Codes and ordinances of the Village of Downers Grove, Illinois. I understand that the Village of Downers Grove's reviews and inspections do not relieve my ultimate responsibility to demolish and/or construct the project in conformance with all provisions of the Village's ordinances.

Finally, I understand that in the event that the Village determines the above signatures are not genuine or that the neighbors within one hundred (100) feet of the project address were not personally contacted, the Village has the right to stop the work until the deficiency is remedied.

**CONTRACTOR:**

**OWNER:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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

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



# What to Expect During Neighborhood Construction

There's no doubt about it. Living near a construction site presents its share of inconveniences to residents, not only those next door, but to the neighborhood as a whole. Since 2004, Downers Grove has taken great measures to involve the community in the redevelopment process. The Village Council has enacted ordinances to regulate construction sites, protect adjacent properties and minimize the impact of construction activities on neighbors. This summary sheet is intended to provide you, the resident, with some basic information on the demolition and construction site management program responsibilities.

There are two responsible parties for a permitted project: the **Contractor/Applicant (General Contractor and/or Property Owner)** and the **Village of Downers Grove**. The main focus and efforts of the site management program during the construction period is to better manage the impact to the residents/ neighborhoods and make the entire construction process neighbor friendly.

## ***Contractor Responsibilities***

### **Personal Notification**

When the project is over 600 square feet in size, the contractor is responsible to notify each resident within 100 feet of the construction site. The contractor is responsible to provide the following information:

- Copy of the site plan
- Copy of this resident summary sheet for neighborhood construction
- General description of the work to be completed
- Contractor contact information and the name and number for the responsible person on site.

Construction Address: \_\_\_\_\_

Contractor Name/Contact: \_\_\_\_\_

Responsible Person on Site: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

### **Work Hours**

- Monday through Saturday: 7 A.M. - 7 P.M .
- Sunday: No work is permitted

### **Keeping Sites and Neighborhoods Clean**

- Display permit and address so it can be seen from the public right-of way
- Keep streets and sidewalks free of mud and debris
- Use dumpsters (which must be covered during non-working hours) to keep the site clean
- Fencing and erosion control measures must be kept in place until final site restoration
- Airborne particles shall be controlled with water during demolition
- Placing debris or rinsing trucks on the public right-of-way or into the storm sewers is prohibited

### **Observe All Village Traffic Laws**

- Park construction vehicles in Village approved locations
- Keep streets and sidewalks open for use unless part of an approved street closure

### **Protection of the Existing Neighborhood**

- Follow the stormwater management plan
  - Ensure silt fencing or similar erosion control measures remain in place throughout the duration of the construction
- Protect parkway trees by installing a six-foot tall chain link fence around all parkway trees

### **Limit the Impact on Neighbors**

- Limit all activity to the permitted property
- Provide on-site portable toilets for contractor use that are at least five feet from the property line.
- No open burning

# What to Expect During Neighborhood Construction

## *Village Responsibilities*

### Review Building Permits

- Building Codes
  - Ensure proposed construction meets all building, electrical, mechanical and structural codes
- Zoning Ordinance
  - Ensure construction meets all zoning requirements, including setbacks, height, lot coverage
- Stormwater Management Ordinance
  - Ensure construction meets all stormwater requirements, water runoff rates and post construction best management practices, where applicable.
- Right of Way Requirements
  - Ensure traffic control, utility, street, sidewalk and parkway tree requirements are met

### Ensure Compliance with Developer Responsibilities

- Site Inspections
  - Code Enforcement personnel conduct random site inspections to ensure compliance with site management requirements
  - Stormwater Engineers conduct site inspections to ensure compliance with erosion control measures and final restoration/grading.
  - Public Works personnel conduct inspections of all sidewalk, driveway approach and street construction.
- Building Inspections
  - Several scheduled inspections occur to ensure the contractor is constructing the building according to the approved plans
- Responding to Inquiries
  - The Village will visit the site to review neighborhood concerns

## *How to Report a Concern or Violation*

- Call the Community Development Department at 630-434-5515
- Call the Community Response Center at 630-434-2255 or email the CRC at [CRC@downers.us](mailto:CRC@downers.us)
- Call the Police Department after normal business hours at the non-emergency number 630-434-5600
- Dial 9-1-1 (For site violations which may threaten the property or personal safety of others)

## *For More Information*

Download the detailed Residents Guide to Neighborhood Construction at:

[http://www.downers.us/public/docs/departments/com\\_dvlpment/Resident\\_Guide\\_to\\_Neighborhood\\_Construction.pdf](http://www.downers.us/public/docs/departments/com_dvlpment/Resident_Guide_to_Neighborhood_Construction.pdf)

To read the Municipal Code online, go to <http://www.downers.us/govt/municipal-code>. Applicable Sections include:

- Building Code - Chapter 7
- Stormwater Ordinance - Chapter 26
- Site Management Ordinance - Section 7.18.01
- Zoning Ordinance - Chapter 28

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

KLF Enterprises, Inc.  
2044 W 163rd St.  
Markham, IL 60428

**SURETY:**

(Name, legal status and principal place of business)

Hudson Insurance Company  
100 William Street  
New York, NY 10038

**OWNER:**

(Name, legal status and address)

Village of Downers Grove  
5101 Walnut Ave  
Downers Grove, IL 60515

**BOND AMOUNT:** Five Percent of Accompanying Bid (5% of Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

**4113 Belle Aire Lane and 3854 Glendenning Rd. Residential Demolitions**

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

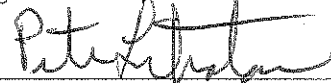
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

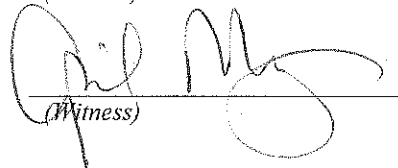
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

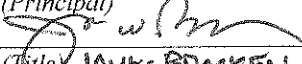

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 2nd day of May 2019

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

KLF Enterprises, Inc.  
\_\_\_\_\_  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title) **JAMES BRACKEN** **PRESIDENT**  
Hudson Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) **David A Kotula,** **Attorney-in-fact**

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.





BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

David A. Kotula
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly on this 1st day of August, 20 17 at New York, New York.



Dina Daskalakis (Signature)

Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone (Signature)
Michael P. Cifone, Senior Vice President

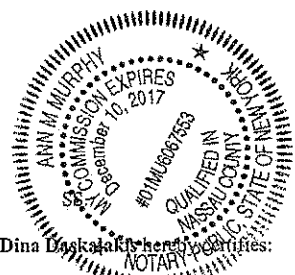
STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of August, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

Ann M. Murphy (Signature)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

(Notarial Seal)



STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



In witness the hand of the undersigned and the seal of said Company this 2nd day of May, 20 19

By: Dina Daskalakis (Signature)
Dina Daskalakis, Corporate Secretary



# Village of Downers Grove

## Consultant Evaluation

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Contractor: KLF Enterprises

Project: Residential Home and Well House Demolitions

Primary Contact: Sergio Espinoza Phone: 708-331-4200

Time Period: October 2017 to July 2018

On Schedule (allowing for uncontrollable circumstances)  Yes  No

Provide details if early or late completion:

Change Orders (attach information if needed): None

Difficulties / Positives: Very responsive

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: John Welch, P.E., CFM

Date: 02/06/19