

VILLAGE OF DOWNERS GROVE
Report for the Village
9/20/2022

SUBJECT:	SUBMITTED BY:
Award of Contract – 5618 Lyman Avenue Residential Demolition	Andy Sikich Public Works Director

SYNOPSIS

A motion is requested to award a contract for the 5618 Lyman Avenue Residential Demolition project to K.L.F. Enterprises, Inc. of Markham, Illinois in the amount of \$44,875.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY22 budget includes sufficient funds in the Stormwater Fund.

RECOMMENDATION

Approval on the September 20, 2022 consent agenda.

BACKGROUND

The project consists of the permitting, fencing, residential structure and garage demolition and site grading and restoration of the property located at 5618 Lyman Avenue, which was purchased in June of 2022 by the Village. The location will be restored to green space.

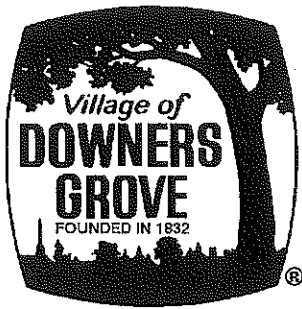
A call for bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Two bids were received on August 29, 2022 and a synopsis of the bids is as follows:

Contractor	Total Bid	
K.L.F. Enterprises, Inc.	\$44,875.00	Low Bid
Fowler Enterprises LLC	\$49,825.00	

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 Documents
Contractor Evaluations



CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: KLF
- II. Instructions and Specifications:
- | | |
|----------------------------------|--|
| A. Bid No.: | <u>SW-104</u> |
| B. DemandStar Bid No.: | <u>CFB-89-0-2022/KZ</u> |
| C. For: | <u>5618 Lyman Avenue Residential Demolition</u> |
| D. Bid Opening Date/Time: | <u>Monday, August 29, 2022 @ 10:00 am</u> |
| E. Pre-Bid Conference Date/Time: | <u>Monday, August 22, 2022 @ 10:00 am (Optional)</u> |
| F. Pre-Bid Conference Location: | <u>5618 Lyman Ave., Downers Grove, IL 60515</u> |
- III. Required of All Bidders:
- | | |
|--|------------|
| A. Bid Deposit: | <u>5%</u> |
| B. Letter of Capability of Acquiring Performance Bond: | <u>YES</u> |
- IV. Required of Awarded Contractor(s)
- | | |
|--|------------|
| A. Performance Bond or Letter of Credit: | <u>YES</u> |
| B. Certificate of Insurance: | <u>YES</u> |

Legal Advertisement Published: Monday, August 15, 2022

This document comprises 51 pages.

RETURN ORIGINAL BID (NO STAPLES) IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

KATHERINE ZIRBEL
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVE.
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5488
 FAX: 630/434-5495
www.downers.us

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

CALL FOR BIDS – FIXED WORKS PROJECT**Bid No.: SW-104**

The VILLAGE OF DOWNERS GROVE will receive bids Monday through 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

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.

PLEASE DO NOT BIND ANY PORTION OF THE BID WITH STAPLES.

ALL PAGES OF THE BID MUST BE SUBMITTED SINGLE-SIDED.

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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: KATHERINE ZIRBEL, 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.

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- 2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar 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, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids 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.

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- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated 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

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concerning the Bid.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in 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. Please do not bind any portion of the bid with staples.

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.

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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.

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

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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 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 Failure on the part of the successful Bidder to provide the Village a construction schedule for approval within ten (10) calendar days from the date of receipt of the Notice of Award from the Village, and, if required, provide a modified construction schedule as requested by the Village within an additional five (5) calendar days, may be considered as just cause for the revocation of the award. In such case, 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.
- 12.3 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.
- 12.4 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

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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.

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 Sundays or legal holidays. The Contractor shall do no work on Saturdays, unless otherwise approved in writing by the Village. If approved by the Village, allowed work hours on Saturdays shall be between the hours of 8:00 a.m. and 3:00 p.m. 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, which shall be deducted from the value of work completed.

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

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- 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 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:

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

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28. DRUG FREE WORK PLACE

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

28.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or 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

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exceed the requirements of the Act.

30. PREVAILING WAGE ACT

- 30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current 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, the last four digits of the worker’s social security number, gender, race, ethnicity, veteran’s status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor (IDOL) 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 IDOL no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Filing false records is a Class A misdemeanor.
- 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.*

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31. PATRIOT ACT COMPLIANCE

31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, 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 \$1,000,000 \$1,000,000	Each Accident Disease Policy Limit Disease Each Employee
Comprehensive General Liability	\$2,000,000 \$2,000,000	Each Occurrence Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	\$2,000,000 \$2,000,000	Each Claim 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

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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.
- 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

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Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure 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

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services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

- 36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If 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 and pursuant to section 30.4 of this Call For Bid, the Contractor shall provide an IDOL certification and case number to the Village 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, Public Works, 5101 Walnut Ave., 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.

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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).

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

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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.

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

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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.

52. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

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

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III. GENERAL PROVISIONS**1. STANDARD SPECIFICATIONS**

- 1.1 The following standards shall govern the construction of the proposed improvements:
- 1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Seventh Edition, 2014 (the Water & Sewer Specs.); and
- 1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2022; along with Supplemental Specifications and Recurring Special Provisions as adopted by the Illinois Department of Transportation, January 1, 2022 (collectively the “SSRBC”); and
- 1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.
- 1.1.4 Standard Detail Drawings, Village of Downers Grove, Illinois revised January, 2019.
- 1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.
- 1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby ineffective and not a part of this Contract.

2. COOPERATION OF CONTRACTOR

- 2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.
- 2.2 The Contractor shall assign a superintendent for the work per Sections 105.06 and 108.06 of the SSRBC and as amended herein. The Contractor’s superintendent shall be involved in the work to the extent necessary to prosecute the work per the Contract. Furthermore, the superintendent shall be required to attend weekly progress meetings, provide two-week schedules of expected construction activities, provide updated overall construction schedules and, if required by the Engineer, acknowledge and sign IDOT Form BC-239 Weekly Report of Resident. The Contractor shall not replace the superintendent without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

- 3.1 Section 107 of the SSRBC shall govern the Contractor’s legal regulations and responsibility to the public, with the following additions:
- 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
- 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well-being of those engaged in

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the completion of the Work specified in this Contract.

- 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and/or regulations of the Occupation Safety and Health Administration (OSHA) and Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
- 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
- 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 **BACKING PRECAUTIONS.** Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 **OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS.** The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 **BARRICADES AND WARNING SIGNS.** The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

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4. PROSECUTION AND PROGRESS

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

4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **October 28, 2022**. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.

4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, **at his own expense** to help meet this requirement.

4.1.3 The Contractor shall also make special note of the following work schedule requirements:

4.1.3.1 N/A

4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1, 4.1.2, 4.1.3, or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC. In addition, the Contractor shall be liable for additional costs incurred by the Village due to the delay for construction engineering services, which shall be deducted from the value of work completed.

4.1.5 Upon substantial completion of the project, the Engineer will deliver to the Contractor a punch list as well as a due date for completion of the punch list. If the Contractor fails to complete the punch list by the stated punch list completion date, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.

4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

5. MEASUREMENT AND PAYMENT

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

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- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project and certified payroll records, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.
- 5.1.3 For each progress payment made to the Contractor prior to acceptance of the Work by the Village, the Village shall have the right to retain ten percent (10%) of the amount due to the Contractor for each such payment. The Village may, in its sole discretion, reduce the amount to be retained at any time.

Typically, upon completion of 50% of the work, as determined by the Engineer, retainage may be reduced to 5%. Upon substantial completion, as determined by the Engineer, retainage may be reduced to 2%. Additionally, the Village has the right to withhold an amount of money equivalent to complete unfinished work and/or work that may need to be redone.

6. SCOPE OF WORK

- 6.1 In addition to the Special Provisions in the Detailed Specifications Section below, Section 104 of the SSRBC shall govern scope of work, with the following revisions:

- 6.1.1 Modify Article 104.02 as follows:

104.02 Alterations, Cancellations, Extensions, Deductions, and Extra Work.

The Department reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work, and the performance of extra work to satisfactorily complete the project. Such changes in quantities, alterations, and extra work shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term “significant change” shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction ~~or when a major item, defined as an item whose total original contract cost plus any additions exceeds ten percent of the total original contract amount, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity.~~

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Engineer before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations which result in an increase or decrease in the quantities of work to be performed according to the following.

(a) All increases in work of the type which appear in the contract as pay items accompanied by unit prices will, except as provided under paragraph (d) herein, be paid for at the contract unit prices. Decreases in quantities included in the contract will be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

(b) Major items of work for which the quantities are increased ~~by not more than 125 percent or reduced to not less than 75 percent of the original contract quantities~~ OR DECREASED will be paid for as specified in paragraph (a) above. ~~Any adjustments for increased quantities for major items of work increased more than 125 percent shall only apply to that portion in excess of 125 percent of original contract quantities. Any adjustments made for major items of work which are decreased to less than 75 percent of the original contract quantities shall apply to the actual amount of work performed.~~

(c) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.04.

(d) Extra work for which there is a pay item at unit price in the contract which for any one or more of the following reasons materially increases or decreases the cost of the pay item as bid and which is not included in the prices bid for other items in the contract will be paid for according to Article 109.04. This includes:

- (1) Work involving a substantial change of location.
- (2) Work which differs in design.
- (3) Work requiring a change in the type of construction.

(e) In cases where the Department cancels or alters any portion of the contract items, items which are partially completed will be paid for as specified in Article 109.06.

Claims for extra work which have not been authorized in writing by the Engineer will be rejected.

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IV. SPECIAL PROVISIONS

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

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

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

SP-1 SCOPE OF WORK

Description: The **Base Bid** includes the demolition of a residential property located at:

5618 Lyman Avenue (Village-Owned) – PIN 09-17-107-018
PIN 09-17-107-019

The required demolition fencing and parking plans are included in Appendix A. The Village of Downers Grove has completed the process of lead paint and asbestos testing. The paint and asbestos report is included in Appendix B. Appendix C includes the Application, Checklist, Guidelines for Site Management, Notification to Adjacent Property Owners and Responsibilities information. The project shall generally consist of the following:

- Obtain demolition permit from Village, and/or other applicable agencies
- Removal and disposal of all structures, existing debris (tanks, garbage, lumber, appliances, furnishings, loose landscape brush, fences, and existing hazardous materials) from the property prior to demolition
- Buildings and site demolition and any necessary landscaping to complete the work
- Site grading and restoration with seed and erosion control blanket, restoration with sod in the parkway

SP-2 GENERAL CONSTRUCTION REQUIREMENTS

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

No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to **all** individual drives within the current work zone must be restored at the end of each workday except when access is subject to placement of and curing of concrete pavement, sidewalk and/or curb and gutter. In such case, the Contractor shall provide the Engineer a daily schedule of construction activities impacting access.

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The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision, unless stated otherwise by a Village-approved traffic control plan. Adequate signing and flagging is of particular importance for safe travel of all residents.

Protection of Work

The Contractor shall be responsible to provide personnel to protect his work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule his work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Cleaning Up

The Contractor shall, at all times, keep the premises free from an accumulation of waste material or rubbish caused by his employees or work. At the end of the day, he shall remove all his rubbish from and about the streets and sidewalks. All his tools, form boards, and surplus materials shall be removed and relocated to any temporary on-site storage location assigned by the Village or its Engineer, and shall leave his work "broom clean" or its equivalent, unless more precisely defined. Upon completion of the work called for by the contract, and upon final inspection and acceptance, the Contractor shall remove any of his remaining rubbish, tools, form boards, and surplus materials completely from the work site.

In case of dispute, the Village may remove the rubbish and any other materials and charge the cost to the Contractor.

SP-3 QUALIFICATIONS OF BIDDER

In addition to those requirements set forth in Section 10.1 above, in order to be considered a responsible bidder, the bidder must have particular expertise in having successfully performed projects of a similar size and scope. The Bidder must submit the following information for itself and for each Sub-Contractor:

- a. Similar Project Experience
 - i. Bidder must provide detailed information regarding past similar projects performed by the submitting firm within the past five (5) years.
 - ii. Bidder must submit a list of references of previous projects identifying the location of the work, the dollar value of the work, the owner or agency responsible for the work, and the name and phone number of the contact person.
- b. Proposed Project Team – the Bidder must identify the project manager and full-time onsite superintendent (can be the same person) on the Certification of Qualifications form. Bidder must also provide qualifications of the project manager and full-time onsite superintendent. The individuals proposed must be utilized for the duration of this project unless an alternate is approved in writing by the Village.
- c. Bidder must completely fill out and submit the Certification of Qualifications form with the Bid.

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SP-4 BUILDING AND SITE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

This Section includes the following:

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

1.3 DEFINITIONS

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

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

1.4 MATERIALS OWNERSHIP

Unless otherwise indicated, demolition waste becomes property of Contractor.

Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest of value to the Village that may be uncovered during demolition remain the property of the Village.

1.5 SUBMITTALS

Qualification Data: Must be submitted for the following:

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

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

Schedule of Building Demolition Activities: Indicate the following:

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

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

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

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

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

1.6 QUALITY ASSURANCE

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

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

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

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

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

1.7 PROJECT CONDITIONS

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

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

1. Provide notice of activities that will affect operations of adjacent occupied buildings no less than 72 hours prior to commencement.
2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.

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3. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

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

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

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

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

1.8 COORDINATION

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

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

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

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

PART 3 – EXECUTION

3.1 EXAMINATION

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

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

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

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

3.2 PREPARATION

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

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

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

3.3 PROTECTION

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

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

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

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

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.

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6. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of group of trees to remain.
7. Contractor shall install a temporary, 6' high chain link fence, with driven posts, and locked swing gates at all site access locations (driveways). Where multiple properties are being demolished adjacent to each other, the perimeter fencing may go around all contiguous properties. Any signage required by local ordinance or permits shall be the responsibility of contractor.
8. Erect silt fence around perimeter of work zone in accordance with all local requirements and permits.

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

3.4 DEMOLITION, GENERAL

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

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

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

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

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

Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

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

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

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

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

1. Remove below-grade construction, including basements, foundation walls, footings, and septic tanks completely.
2. Water in basements shall be pumped by the contractor if necessary. Pump discharge hoses shall incorporate sediment capture devices (bags, etc.) as necessary.
3. As outlined in the Pre-Demolition Asbestos Survey (Appendix B), various elements of the house and garage structures were found to have more than 1% chrysotile, and disposal shall be in accordance with Section 1.6 and 3.8 of this Special Provision.

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

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

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3.6 SITE RESTORATION

Below-Grade Areas: Below-grade areas shall be backfilled to within One (1) foot of finished grade with FA-2 (sand) in accordance with the SSRBC and shall be compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs. Six inches (6”) of topsoil shall be placed in accordance with Section 211 of the SSRBC on the compacted below-grade areas to bring the areas up to finished grade.

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

Site Restoration: All bare soil areas located within the property lines and areas disturbed by the demolition shall be restored with a minimum of six inches (6”) of topsoil, and shall be stabilized with seed (IDOT Class 1 – Lawn Mixture) and Erosion Control Blanket, in accordance with Sections 250 and 251.04 of the SSRBC. **The Erosion Control Blanket shall be BioNET SC75BN as manufactured by North American Green Inc. or an approved equal. Secure blanket with non-metal biodegradable stakes.**

3.7 REPAIRS

Promptly repair damage to adjacent buildings caused by demolition operations.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Any/all materials, chemicals, and debris located on the property, whether inside a structure to be demolished or lying in the open outside of any structure, shall be removed from the property by the contractor and legally disposed of.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Burning of materials is not permitted.

3.9 CLEANING

Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began. No cleaning of adjacent structures or any private property shall occur without written permission of the property owner(s) and the consent of the Village.

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

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

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

SP-5 STREET SWEEPING AND DUST CONTROL

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

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

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

STREET SWEEPING AND DUST CONTROL,

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

SP-6 EROSION AND SEDIMENTATION CONTROL

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

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

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

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

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

SP-7 TEMPORARY CONSTRUCTION FENCE

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

Materials. The fence shall have a minimum height of six feet (6') and shall be chain link fence.

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

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

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

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SCHEDULE OF PRICES:

ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
SP-4	ASBESTOS REMOVAL AND DISPOSAL & BUILDING DEMOLITION AND SITE GRADING	1	LSUM	\$ 44,000	\$ 44,000
SP-5	STREET SWEEPING AND DUST CONTROL	5	HOUR	\$ 175	\$ 875

Total Bid \$ 44,875.00

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V. BID and CONTRACT FORM

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

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

BIDDER:

<u>K.L.F. ENTERPRISES INC.</u> Company Name	<u>8/29/22</u> Date
<u>2044 W. 163RD ST SUITE # 2</u> Street Address of Company	<u>bracken708@gmail.com</u> E-mail Address
<u>MARKHAM IL 60428</u> City, State, Zip	<u>JAMES BRACKEN</u> Contact Name (Print)
<u>708-331-4200</u> Business Phone	<u>773-640-1104</u> 24-Hour Telephone
<u>708-331-4212</u> Business Fax	<u>J. Bracken</u> Signature of Officer, Partner or Sole Proprietor
ATTEST: if a Corporation	<u>JAMES BRACKEN - PRESIDENT</u> Print Name & Title
<u>Kelly Bracken</u> Signature of Corporation Secretary	

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project within the timeframe specified herein and 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 – 5618 Lyman Ave. Residential Demolition (SW-104)

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to DEMOLITION OF SCABLY MAN, 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 each worker's name, address, telephone number when available, the last four digits of the worker's social security number, gender, race, ethnicity, veteran's status, skill level, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, the starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. This record shall be sent to the Illinois Department of Labor no later than the fifteenth (15th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. Contractor shall then provide an IDOL certification and case number to the Village. The records 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 – 5618 Lyman Ave. Residential Demolition (SW-104)

BIDDER'S CERTIFICATION (page 2 of 3)

BY: J. Bracken
Bidder's Authorized Agent Signature

32-4646764

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this _____ day of _____, 20__.

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: KEVIN 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 – 5618 Lyman Ave. Residential Demolition (SW-104)

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: 16614 W. 159th St. #303

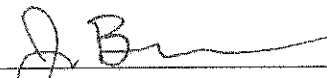
City, State, Zip Code: LOCKPORT, IL 60441

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: 9/1/22

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

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: _____

REFERENCES		
Name of project: Location: Description of Work Performed:	Prime or Subcontractor: Contract amount: Completion Date:	Project Owner: Name of Contact Person: Phone Number:
1. Demolition of 14 Structures Multiple Locations in Lansing, IL Complete Demolition of Commercial/Residential Structures	Prime \$270,000 2020	Village of Lansing Zoran Savic (708) 895-7210
2. Rental Properties Demolition Project 1109 Pyott Rd Lake in the Hills, IL Demolition of 2 rental properties, 1 large barn area 40,000SF	Prime \$165,000 2020	Village of Lake in The Hills Tyler Eckman (847) 960-7500
3. Demolition of Lowell-Longfellow Elementary School 15636 Lexington Ave Harvey, IL Demolition of 2 story Brick Elementary School	Prime \$295,000 2019	Harvey School District John Jewell (312) 242-4157
4. Gary Memorial Auditorium 700-734 Massachusetts St. Gary, IN Demolition of 3 Story Auditorium	Prime \$170,000 2020	City of Gary Redevelopment Cedric Kuykendall (219) 886-1531
5. Demolition of Custom Companies Warehouse 1 Lake St. Northlake, IL Demolition of 300,000 SF Warehouse	Subcontractor \$1,800,000 2019	Union Pacific/Class One Jim Laswell (502) 664-4028
6. Sherwin Williams Demolition 549 E 115th St. Chicago, IL Complete Demolition of Old Factory and 4 story building	Subcontractor \$549,000 2020	Sherwin Williams/FE Group Dan Schmitt diel (312) 961-1242
7. Lincoln Elementary School 565 Fairfield Ave Elmhurst, IL Demolition of a 3 story 50,000 SF Story School	Subcontractor \$260,000 2021	ICI- International Contractors Brian Chadwick (630) 834-8043

Demolition Experiences and References for:

K.L.F. Enterprises Inc.

2044 W. 163rd St. Markham, IL 60428

708-331-4200

1. Village of Brookfield
8820 Brookfield Ave.
Brookfield, IL 60513
Amy Wagner – Clark & Dietz
630-607-1513
Project Sum \$39,500
Completed 2019
100% completed by KLF(except for asbestos abatement)
Demolition of bowling alley at 3415 Maple St., Brookfield

2. City of Chicago Heights
1601 Chicago Rd. Chicago Heights, IL 60411
708-756-5300
TJ Sommers
Project Sum \$160,000.00
Completed 2018
100% completed by KLF(except for asbestos abatement)
Demolition of various residential and commercial properties

3. County of Dupage
421 N. County Farm Rd.
Wheaton, IL 60187
630-407-6500
Jennifer Hintze
Project Sum \$423,000.00
Completed 2018
100% completed by KLF(except for asbestos abatement)

Demolition of 9 residential flood-prone properties

4. Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, IL 60611
708-588-4204
Lee Welsh
Project Sum \$410,00.00
Completed 2018
100% completed by KLF(except for asbestos abatement)
Demolition of 2 – story office building and several appurtenant structures

5. Cook County Land Bank Authority
69 W. Washington St. Suite 2938
Chicago, IL 60602
(312) 603-8036
Gene Kelly
\$497,000.00
Completed 2018
100% completed by KLF(except for asbestos abatement)
Demolition of 3 – story hotel

6. South Suburban Land Bank Development Authority
3700 W. 183rd St. Suite B100
Hazel Crest, IL 60424
708-381-0871
Tselane Hatter
\$79,000.00
Completed 2018
100% completed by KLF(except for asbestos abatement)
Demolition of strip mall and parking lot

7. City of Des Plaines

1420 Miner st

Des Plaines, IL 60608

Jon Duddles

847-391-5390

Project Sum \$1,149,000.00

Completed 2018

100% completed by KLF(except for asbestos abatement)

Demolition of 60 Residential properties

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

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) SAFE ENVIRONMENTAL Type of Work ASBESTOS

Addr: _____ City HIGHLAND State IL Zip _____

2) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

3) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

4) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

5) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

6) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

7) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

8) _____ Type of Work _____

Addr: _____ City _____ State _____ Zip _____

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

CERTIFICATION OF QUALIFICATIONS

Project Team

Project Manager: PEPE LEUSTAN

Superintendent: JOHN MAHONEY

Team Member: GILBERTO FLORES

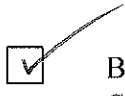
Team Member: DANIEL RUIZ

Team Member: _____

Team Member: _____

Team Member: _____

Team Member: _____



By checking this box, the bidder hereby certifies that it complies with all requirements of SP-3 including at least three (3) contracts of similar nature and scope within the last five (5) years, and can provide detailed supporting information upon request.

Signed by: J Br (Corporate Seal) JAMES BRACKEN

Title: PRESIDENT

Name & Address: JAMES BRACKEN K.L.F. ENTERPRISES INC.

of Contractor 2044 W. 163RD ST SUITE #2

or Vendor MARKHAM, IL 60428

Subscribed and sworn to before me this 29 day of AUGUST 2022

Susan M Hinz
Notary Public



Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)



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: MARIETTA
STATE: IL
ZIP: 60428
PHONE: 708-331-4200 FAX: 708-331-4212
TAX ID #(TIN): 30-43A-6764

(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: _____ DATE: _____

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

Apprenticeship and Training Certification

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

Name of Bidder: K.L.F. ENTERPRISES INC.

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

OPERATORS 150

LABORERS 225

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

Print Name and Title of Authorizing Signature: JAMES BRACKEN

Signature: J. Bracken

Date: 8/29/22

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

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 J. Brun

Company Name K.L.F. ENTERPRISES INC.

Title PRESIDENT

Date 8/29/22

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 – 5618 Lyman Ave. Residential Demolition (SW-104)

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. 163RD ST. SUITE #2

City: MARKHAM Zip Code: 60426

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

E-mail Address: bracken708@gmail.com

Authorized Company Signature: J. Bracken

Print Signature Name: JAMES BRACKEN Title of Official: PRESIDENT

Date: 8/22/22

Village of Downers Grove – 5618 Lyman Ave. Residential Demolition (SW-104)

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.

[Handwritten Signature]
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 – 5618 Lyman Ave. Residential Demolition (SW-104)

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.

Construction Monitoring &
Observations
Construction Materials Testing
Tunnels and Underground Openings
Geotechnical Engineering &
Evaluation

Appendix B

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations
Foundation Analysis & Design
Structural Rehabilitation
Condition Surveys
Dams and Drainage Studies

August 5, 2022

Ms. Katherine Zirbel
Village of Downers Grove
Department of Public Works
5101 Walnut Ave
Downers Grove, IL 60515.

Re: Asbestos and Lead Based Paint Inspection Services,
5618 Lyman Ave, Downers Grove, IL SEECO Job No. 13083E

Dear Ms. Zirbel,

SEECO Consultants, Inc. (SEECO) is pleased to present the sampling and test results for the above referenced project. The buildings inspected were a vacant house and garage slated for future demolition.

The structures, located at 5618 Lyman Avenue, in Downers Grove, Illinois, included an 1160 square-foot two-story single-family residence constructed with a full basement. The interior build out of the residence includes concrete, wood and tiled floors, and drywall and wooden walls. The attic of the residence was inspected and found to contain fiberglass insulation. The exterior of the home includes vinyl siding and an asphalt shingle roof. A detached garage was present on the west side of the property and is constructed with concrete, wood, drywall and an asphalt shingle roof.

An asbestos and lead based paint survey was performed in accordance with the asbestos requirement of the National Emission Standard for Hazardous Air Pollutants (NESHAP) for building Demolition/Renovation by SEECO representative Tucker Ryckman. This survey was to identify Lead Based Paint and Suspect Asbestos Containing Building Materials (ACBM) at the structures, estimate material quantities, determine friability, and assess material conditions using the EPA Inspector's Homogeneous Area Assessment Decision Tree, if any. It included sampling suspect ACBM bulk samples which were analyzed by Polarized Light Microscopy (PLM) using a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory. Laboratory test results are attached.

Asbestos and Lead Based Paint Inspection Services,
5618 Lyman Ave, Downers Grove, IL SEECO Job No. 13083E

August 5, 2022
Page 2

Asbestos – Exhibit A. Mr. Tucker Ryckman completed the sampling on July 22, 2022. Mr. Ryckman is a State of Illinois Accredited Asbestos Inspector and his Asbestos Inspector Number is IDPH 100-19401.

All samples were sent for analysis to Eurofins (Eurofins) Labs located in Cary, North Carolina. Eurofins is recognized under the National Voluntary Laboratory Accreditation Program (NVLAP). The samples were analyzed via EPA 600/R-93/116 Method using Polarized Light Microscopy. PLM is an Environmental Protection Agency (EPA)-recognized method for determining asbestos content in bulk samples. The U.S. Environmental Protection Agency (EPA) defines ACMs as those materials containing greater than 1% asbestos by weight. Samples containing less than 1% asbestos are not considered ACMs.

The following table summarizes the results of the inspection.

SAMPLE ID	MATERIAL SAMPLED	LOCATION	% ASBESTOS
01	Red 12"x12" Floor Tile	Basement Laundry Room	2% Chrysotile
02	Associated Mastic	Basement Laundry Room	None Detected
03	Beige Tile Beneath Red 12"x12" Tile	Basement Laundry Room	2% Chrysotile
04	Associated Mastic	Basement Laundry Room	None Detected
05	Red Linoleum	Basement Closets	20% Chrysotile
06	Black Felt Paper Beneath Wood	Throughout Home	None Detected
07	White/Gold Floor Tile	2 nd Floor Bathroom Closet	2% Chrysotile
08	Associated Black Mastic	2 nd Floor Bathroom Closet	None Detected
09	White Paper Leveling	2 nd Floor Bathroom	None Detected
10	White Drywall	Basement	None Detected
10A	Drywall Joint Compound	Basement	<1% Chrysotile
11	White Drywall	1 st Floor	None Detected
12	White Drywall	2 nd Floor	None Detected
13	Drywall Joint Compound	Basement	None Detected
14	Drywall Joint Compound*	1 st Floor	None Detected
15	Drywall Joint Compound*	2 nd Floor	2% Chrysotile
16	White Textured Ceiling*	1 st Floor	2% Chrysotile
17	Black/Green Roofing Shingle	Exterior/Roof	None Detected
18	Black Felt Paper	Exterior/Roof	None Detected

Asbestos and Lead Based Paint Inspection Services,
5618 Lyman Ave, Downers Grove, IL SEECO Job No. 13083E

August 5, 2022
Page 3

SAMPLE ID	MATERIAL SAMPLED	LOCATION	% ASBESTOS
19	White Drywall	Detached Garage	None Detected
20	Beige Door/Window Caulking	Detached Garage	5% Chrysotile
21	Black/Green Roofing Shingle	Detached Garage	None Detected
22	Black Felt Paper	Detached Garage	None Detected
23	White Ceiling Tile	Basement Laundry Room	None Detected

**Friable asbestos includes asbestos-containing materials that are easily crumbled or crushed into a powder by hand pressure. Asterisked materials are considered friable materials in their current state.*

Asbestos containing materials (friable and nonfriable) need to be removed prior to demolition. This consists of asbestos containing flooring, small amounts of caulk sealant around door, textured ceiling material and drywall joint compound and drywall wallboard. Since textured ceiling and drywall/joint compound are considered friable, removal must be done under containment, negative pressure, using removal methods that minimize the creation of dust during the removal process. With joint compound applied to the drywall wallboard, it is impossible to physically separate the 2 materials, thus the drywall wallboard needs to be treated as asbestos waste. The work must be done by Illinois Department of Public Health (IDPH) licensed workers. The material must be wetted, double bagged and put in a double lined dumpster with proper asbestos warning signage and transported to an EPA approved landfill permitted to accept asbestos waste. After all materials are removed and the work area is sprayed with a lockdown encapsulant, final air sampling is to be conducted to demonstrate the work area is clean and that the containment can be demobilized.

The approximate quantity of ACM and the types of ACM materials are as follows:

- Red 12"x12" Floor Tile - Approximately 200 sq/ft
- Beige Flooring Beneath Red Tile - Approximately 200 sq/ft
- Red Linoleum in Basement Closets - Approximately 100 sq/ft
- White/Gold Floor Tile in 2nd Floor Bathroom Closet - Approximately 20 sq/ft
- Joint Compound - Approximately 500 sq/ft (associated drywall approximately 3,500 SF)
- Tan/White Textured Ceiling - Approximately 500 sq/ft
- Door/Window Caulking on Detached Garage - Approximately 150 linear/ft

Asbestos and Lead Based Paint Inspection Services,
5618 Lyman Ave, Downers Grove, IL SEECO Job No. 13083E

August 5, 2022
Page 4

A rough cost estimate of asbestos remediation costs would be as follows:

Flooring & Caulk	\$ 3,000.00	Labor, supplies, disposal
Drywall, Joint Compound, textured ceiling	\$25,000.00	Labor, supplies, disposal
Final air Sampling	\$ 2,000.00	Labor and laboratory analysis

Lead based paint- Exhibit B - The scope-of-work for this project included testing for lead-containing paint as required prior to demolition of the structure. On July 22, 2022, nine (9) suspected lead based paint chips (LBP) were collected from the above referenced residence. LBP, as defined by the Environmental Protection Agency (EPA) is paint with a lead concentration of greater than or equal to 0.5% lead by weight.

Mr. Tucker Ryckman completed the sampling on July 22, 2022. Mr. Ryckman is an Illinois Department of Public Health trained lead inspector (Cert #LI2201120134)

All samples were sent for analysis to Eurofins Labs located in Cary, North Carolina. The analysis for lead content was conducted in accordance with AIHA and ELLAP protocol by using Flame Atomic Absorption Spectroscopy.

The following table summarizes the results of the lead paint sampling:

SAMPLE ID	Color/Location	Component/Material	RESULT (%)
01	Red Paint – Basement	Floor - Concrete	<0.0069
02	Brown Paint – Basement	Door Frame – Wood	<0.012
03	Brown Paint – 1 st Floor	Window Frame - Wood	0.034
04	Pink Paint – Basement	Wall – Drywall	<0.0036
05	White Paint - Basement	Wall – Wood	<0.0037
06	Red – Basement Floor	Floor – Concrete	<0.0034
07	Varnish – 2 nd Floor	Window Frame – Wood	<0.020
08	Purple Paint – 2 nd Floor S.W. Bedroom	Wall – Drywall	<0.0047
09	Blue Paint – Detached Garage	Wall – Wood	<0.0043

Nine (9) suspected LBP chips were collected from the above referenced residence. LBP, as defined by the EPA is paint with a lead concentration of greater than or equal to 0.5% lead by weight.

Asbestos and Lead Based Paint Inspection Services,
5618 Lyman Ave, Downers Grove, IL SEECO Job No. 13083E

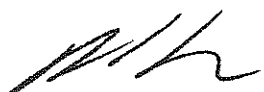
August 5, 2022
Page 5

Analytical results indicated that none of the paint chip samples submitted for testing exceed the EPA lead standard for lead concentrations in paint.

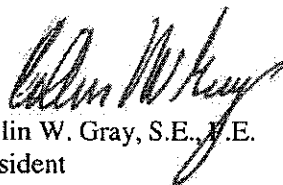
If we can be of further assistance in this matter, please contact us at any time.

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

DCC:arm

Attachments- Exhibits A & B



EXHIBIT A



July 27, 2022

IMPACT Technology Group
1125 Paramount Parkway - Suite B
Batavia, IL 60510

CLIENT PROJECT: Downers Grove Demo
CEI LAB CODE: A229781

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on July 26, 2022. 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





CEI

ASBESTOS ANALYTICAL REPORT
By: Polarized Light Microscopy

Prepared for

IMPACT Technology Group

CLIENT PROJECT: Downers Grove Demo

LAB CODE: A229781

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

REPORT DATE: 07/27/22

TOTAL SAMPLES ANALYZED: 23

SAMPLES >1% ASBESTOS: 7



CEI

Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: Downers Grove Demo

LAB CODE: A229781

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

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A229781.01	Red	Floor Tile	Chrysotile 2%
2		A229781.02	Yellow	Mastic	None Detected
3		A229781.03	Beige	Floor Tile	Chrysotile 2%
4		A229781.04	Yellow	Mastic	None Detected
5		A229781.05	Red	Linoleum	Chrysotile 20%
6		A229781.06	Black	Felt Underlayment	None Detected
7		A229781.07	White,Gold	Floor Tile	Chrysotile 2%
8		A229781.08	Black	Mastic	None Detected
9		A229781.09	Off-white,Tan	Paper Leveling	None Detected
10	Layer 1	A229781.10	White	Surface Material	None Detected
	Layer 2	A229781.10	Tan,Off-white	Drywall/Joint Compound	Chrysotile <1%
11		A229781.11	White	Drywall	None Detected
12		A229781.12	White	Drywall	None Detected
13		A229781.13	White	Joint Compound	None Detected
14		A229781.14	White	Joint Compound	None Detected
15		A229781.15	Off-white	Joint Compound	Chrysotile 2%
16		A229781.16	Tan,White	Textured Ceiling	Chrysotile 2%
17		A229781.17	Green,Black	Roof Shingle	None Detected
18		A229781.18	Black	Felt Paper	None Detected
19		A229781.19	White	Drywall	None Detected
20		A229781.20	White,Beige	Caulking	Chrysotile 5%
21		A229781.21	Green,Black	Roof Shingle	None Detected
22		A229781.22	Black	Felt Paper	None Detected
23		A229781.23	White,Tan	Ceiling Tile	None Detected



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: IMPACT Technology Group
1125 Paramount Parkway - Suite B
Batavia, IL 60510

Lab Code: A229781
Date Received: 07-26-22
Date Analyzed: 07-27-22
Date Reported: 07-27-22

Project: Downers Grove Demo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %	
			Fibrous	Non-Fibrous			
1 A229781.01	Floor Tile	Homogeneous Red Non-fibrous Bound	98%	Vinyl		2% Chrysotile	
2 A229781.02	Mastic	Heterogeneous Yellow Fibrous Bound	<1%	Cellulose	100% <1%	Mastic Binder	None Detected
3 A229781.03	Floor Tile	Homogeneous Beige Non-fibrous Bound	98%	Vinyl		2% Chrysotile	
4 A229781.04	Mastic	Heterogeneous Yellow Fibrous Bound	<1%	Cellulose	100% <1%	Mastic Binder	None Detected
5 A229781.05	Linoleum	Heterogeneous Red Fibrous Bound	30%	Cellulose	50%	Vinyl	20% Chrysotile
6 A229781.06	Felt Underlayment	Heterogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected
7 A229781.07	Floor Tile	Heterogeneous White, Gold Non-fibrous Bound	98%	Vinyl		2% Chrysotile	



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: IMPACT Technology Group
1125 Paramount Parkway - Suite B
Batavia, IL 60510

Lab Code: A229781

Date Received: 07-26-22

Date Analyzed: 07-27-22

Date Reported: 07-27-22

Project: Downers Grove Demo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
8 A229781.08	Mastic	Heterogeneous Black Fibrous Bound	<1%	Cellulose	100% Tar	None Detected
9 A229781.09	Paper Leveling	Heterogeneous Off-white, Tan Fibrous Bound	100%	Cellulose	<1% Binder	None Detected
10 Layer 1 A229781.10	Surface Material	Heterogeneous White Non-fibrous Bound			75% Binder 20% Calc Carb 5% Paint	None Detected
Layer 2 A229781.10	Drywall/Joint Compound	Heterogeneous Tan, Off-white Fibrous Bound	20%	Cellulose	75% Gypsum 5% Calc Carb	<1% Chrysotile
2% chrysotile in joint compound only. Sample <1% chrysotile overall.						
11 A229781.11	Drywall	Heterogeneous White Fibrous Bound	20%	Cellulose	70% Gypsum 10% Paint	None Detected
12 A229781.12	Drywall	Heterogeneous White Fibrous Bound	20%	Cellulose	80% Gypsum	None Detected
13 A229781.13	Joint Compound	Heterogeneous White Non-fibrous Bound			85% Binder 10% Calc Carb 5% Paint	None Detected

No drywall present.



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: IMPACT Technology Group
1125 Paramount Parkway - Suite B
Batavia, IL 60510

Lab Code: A229781
Date Received: 07-26-22
Date Analyzed: 07-27-22
Date Reported: 07-27-22

Project: Downers Grove Demo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %		
			Fibrous	Non-Fibrous				
14 A229781.14	Joint Compound	Heterogeneous White Non-fibrous Bound	90%	Binder	10%	Calc Carb	None Detected	
No drywall present.								
15 A229781.15	Joint Compound	Heterogeneous Off-white Non-fibrous Bound	83%	Binder	10%	Calc Carb	5% Chrysotile	
No drywall present.								
16 A229781.16	Textured Ceiling	Heterogeneous Tan,White Non-fibrous Bound	83%	Binder	10%	Calc Carb	5% Chrysotile	
17 A229781.17	Roof Shingle	Heterogeneous Green,Black Fibrous Bound	45%	Fiberglass	45%	Tar	10% Gravel	None Detected
18 A229781.18	Felt Paper	Heterogeneous Black Fibrous Bound	60%	Cellulose	40%	Tar	None Detected	
19 A229781.19	Drywall	Heterogeneous White Fibrous Bound	20%	Cellulose	80%	Gypsum	None Detected	
20 A229781.20	Caulking	Heterogeneous White,Beige Non-fibrous Bound	80%	Binder	10%	Calc Carb	5% Chrysotile	



CEI

ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: IMPACT Technology Group
1125 Paramount Parkway - Suite B
Batavia, IL 60510

Lab Code: A229781
Date Received: 07-26-22
Date Analyzed: 07-27-22
Date Reported: 07-27-22

Project: Downers Grove Demo

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
21 A229781.21	Roof Shingle	Heterogeneous Green,Black Fibrous Bound	45%	Fiberglass	45% Tar 10% Gravel	None Detected
22 A229781.22	Felt Paper	Heterogeneous Black Fibrous Bound	60%	Cellulose	40% Tar	None Detected
23 A229781.23	Ceiling Tile	Heterogeneous White,Tan Fibrous Bound	60%	Cellulose	15% Perlite 5% Paint	None Detected



CEI

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

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 and sample description.

ANALYST:

Rosalinda Cruz

APPROVED BY:

Tianbao Bai, Ph.D., CIH
 Laboratory Director





CEI

CHAIN OF CUSTODY (23)

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:

CEI Lab Code: A229781

CEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: <u>Tucker Reckman</u>
Company: <u>Impact Tech Group</u>	Email / Tel: <u>231-651-0791</u>
Address:	Project Name: <u>Downers Grove Demo</u>
	Project ID#:
Email: <u>Kennil@impacttechgroup.com</u>	PO #:
Tel: <u>630-919-1169</u> Fax:	STATE SAMPLES COLLECTED IN: <u>IL</u>

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY
<u>PCM BULK</u>	<u>EPA 600</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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 GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM BULK	CARB 435	<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	EPA 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 AIR (PCME)	ISO 10312	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR	ASTM 6281-15	<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 (2010)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09 (2014)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-16	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM QUALITATIVE	IN-HOUSE METHOD	<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 / SPECIAL INSTRUCTIONS:

Accept Samples
 Reject Samples

Relinquished By:	Date/Time	Received By:	Date/Time
<u>[Signature]</u>	<u>7/25/22</u>	<u>[Signature]</u>	<u>7/26/22</u>

Samples will be disposed of 30 days after analysis



SAMPLING FORM

CEI

COMPANY CONTACT INFORMATION	
Company: <u>Impact Tech Group</u>	Job Contact: <u>Tucker Rykeman</u>
Project Name:	
Project ID #:	Tel: <u>271-651-0791</u>

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST	
			PLM	TEM
1	Red 12"x12" FT - Basement Laundry Room		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Associated Mastic		<input type="checkbox"/>	<input type="checkbox"/>
3	Beige Patterned Tile Beneath Red Tile		<input type="checkbox"/>	<input type="checkbox"/>
4	Associated Mastic		<input type="checkbox"/>	<input type="checkbox"/>
5	Red Patterned Linoleum - Basement Closet		<input type="checkbox"/>	<input type="checkbox"/>
6	Black Paper/Felt Beneath Wood Floors - 1st Floor		<input type="checkbox"/>	<input type="checkbox"/>
7	White/Gold Striking Tile - 2nd Floor Bathroom Closet		<input type="checkbox"/>	<input type="checkbox"/>
8	Associated Black Mastic -		<input type="checkbox"/>	<input type="checkbox"/>
9	Paper Lining Beneath Ceramic Tile - 2nd Floor Bathroom		<input type="checkbox"/>	<input type="checkbox"/>
10	White Drywall - Basement		<input type="checkbox"/>	<input type="checkbox"/>
11	↓ - 1st Floor		<input type="checkbox"/>	<input type="checkbox"/>
12	↓ - 2nd Floor		<input type="checkbox"/>	<input type="checkbox"/>
13	White Drywall/Compound - Basement		<input type="checkbox"/>	<input type="checkbox"/>
14	↓ - 1st Floor		<input type="checkbox"/>	<input type="checkbox"/>
15	↓ - 2nd Floor		<input type="checkbox"/>	<input type="checkbox"/>
16	White Textured Ceiling - 1st Floor		<input type="checkbox"/>	<input type="checkbox"/>
17	Black/Green Roofing Shingle Roof		<input type="checkbox"/>	<input type="checkbox"/>
18	Felt Paper under Shingle -		<input type="checkbox"/>	<input type="checkbox"/>
19	White Drywall - Detached Garage		<input type="checkbox"/>	<input type="checkbox"/>
20	Beige/White Door Caulking -		<input type="checkbox"/>	<input type="checkbox"/>
21	Black Green Shingle Shingle		<input type="checkbox"/>	<input type="checkbox"/>
22	Felt Paper Beneath Shingle		<input type="checkbox"/>	<input type="checkbox"/>
23	White Ceiling Tile - Basement Laundry Room		<input checked="" type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT B



Eurofins CEI
730 SE Maynard Road
Cary, NC 27511

CEI
TEL: 866-481-1412
TEL: 919-481-1413
FAX: 919-481-1442

LABORATORY REPORT LEAD IN PAINT

Client: **IMPACT Technology Group**
1125 Paramount Parkway - Suite B
Batavia, IL 60510

Lab Code: C220671
Received: 07-26-22
Analyzed: 07-28-22
Reported:

Project: Downers Grove Demo

METHOD: EPA SW846 7000B

CLIENT ID	LAB ID	PPM ($\mu\text{g/g}$)	CONCENTRATION % BY WEIGHT
1	CA3602	<69	<0.0069
2	CA3603	<120	<0.012
Sample weight below protocol guidelines			
3	CA3604	340	0.034
Sample contains substrate, potentially affecting results			
4	CA3605	<36	<0.0036
5	CA3606	<37	<0.0037
6	CA3607	<34	<0.0034
7	CA3608	<200	<0.020
Sample weight below protocol guidelines			
8	CA3609	<47	<0.0047
9	CA3610	<43	<0.0043

Eurofins CEI
730 SE Maynard Road
Cary, NC 27511

Project: Downers Grove Demo

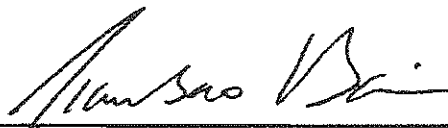
TEL: 866-481-1412
TEL: 919-481-1413
FAX: 919-481-1442

Lab Code: C220671

METHOD: EPA SW846 7000B

CLIENT ID	LAB ID	PPM ($\mu\text{g/g}$)	CONCENTRATION % BY WEIGHT
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Reviewed By:



Tianbao Bai, Ph.D.
Laboratory Director

This method has been validated for sample weights of 0.020g or greater. When samples with a weight of less than that are analyzed those results fall outside of the scope of accreditations.

* The analysis of composite wipe samples as a single samples is not included under AIHA accreditation.

Minimum reporting limit is 10 μg total lead. Sample results denoted with a "less than" (<) sign contain less than 10.0 μg total lead, based on a 40ml sample volume.

Lead samples are not analyzed by Eurofins CEI Lead samples are submitted to an AIHA ELLAP accredited laboratory for lead analysis of soil, dust, paint, and TCLP samples.

Laboratory results represent the analysis of samples as submitted by the client. Information regarding sample location, description, area, volume, etc., was provided by the client. Unless notified in writing to return samples, Eurofins CEI discards client samples after 30 days. This report shall not be reproduced, except in full, without the written consent of Eurofins CEI.

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

REGULATORY LIMITS	OSHA Standard: No safe limit. Consumer Products Safety Standard: Greater than 0.009% lead by weight. Federal Lead Standard / HUD: 0.5% lead by weight.
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LEGEND	μg = microgram ml = milliliter	ppm = parts per million Pb = lead	g = grams wt = weight
---------------	--	--------------------------------------	--------------------------

End of Report



CEI

CHAIN OF CUSTODY

9

730 SE Maynard Road, Cary, NC 27511
 Tel: 866-481-1412; Fax: 919-481-1442

LAB USE ONLY:
CEI Lab Code: C.220671
CEI Lab I.D. Range: CA3602 - CA3610

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: <i>Tucker Rychman</i>
Company: <i>Impact Tech Group</i>	Email / Tel: <i>931-652-0791</i>
Address:	Project Name: <i>Dinner's Grove Demo</i>
	Project ID#
Email: <i>Ker via @ impacttechgroup.com</i>	PO #:
Tel: <i>630-918-1169</i> Fax:	STATE SAMPLES COLLECTED IN: <i>IL</i>

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

Analyte	METHOD	TURN AROUND TIME					
		4 HR**	8 HR**	1 DAY**	2 DAY	3 DAY	5 DAY
LEAD PAINT	EPA SW846 7000B				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD WIPE	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SOIL	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD AIR	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD TCLP	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RCRA 8 METALS	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RCRA 8 TCLP	EPA SW846 7000B				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TAT IS NOT AVAILABLE. LEAD SAMPLES ARE SUBCONTRACTED FOR ANALYSIS TO AN ELLAP ACCREDITED LAB.

REMARKS:				<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Relinquished By:	Date/Time	Received By:	Date/Time		
<i>TH</i>	<i>7/25/22</i>	<i>BWB</i>	<i>7/26</i>	<i>1020</i>	

Samples will be disposed of 30 days after analysis

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

Appendix C

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 -

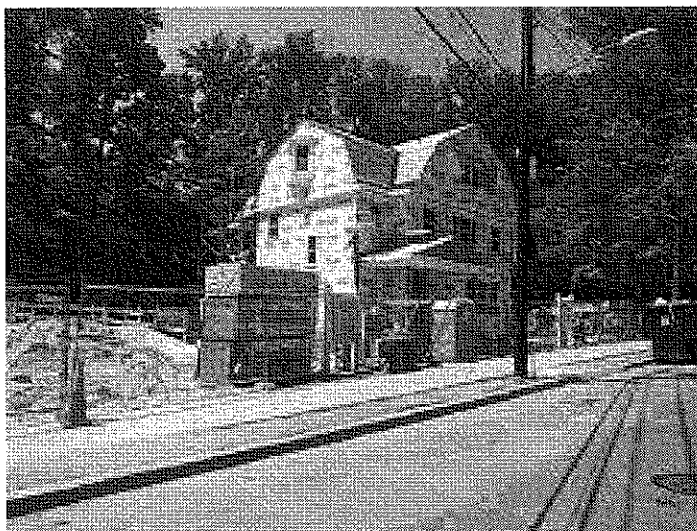
Where there are stormwater concerns (e.g. flood plains, Localized Poor Drainage Areas, wetlands, storm sewer, and overland flow paths), new structures or additions cannot be permitted on some parcels within the Village. The pre-existence of a structure on the property does not imply that any future construction 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 Fax: 630-434-6873

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 disbursed, 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 Fax: 630-434-6873

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:
Signature: _____
Name: _____
Address: _____
Date: _____

OWNER:
Signature: _____
Name: _____
Address: _____
Date: _____



VILLAGE OF DOWNERS GROVE
 801 Burlington Avenue, Downers Grove, IL 60515
 Phone: 630-434-5515 Fax: 630-434-6873

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:

Signature: _____

Name: _____

Address: _____

Date: _____

OWNER:

Signature: _____

Name: _____

Address: _____

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
- 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

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

**RAM Insurance Agency**

Risk Advisors & Managers

August 26, 2022

To: Village of Downers Grove

Re: Bid #SW-104, 5618 Lyman Ave.
KLF Enterprises

Please be advised that we have reviewed the insurance requirements for the job noted above for KLF Enterprises. We will provide the required coverage if they are awarded this job.

Sincerely,

A handwritten signature in cursive script, appearing to read "George F. Manikas, Jr.", written in black ink.

George F. Manikas, Jr., Agent

Client#: 24312

KLFENTE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robert H Walker RAM Insurance Agency 16614 W 159th Street, Unit 303 Lockport, IL 60441	CONTACT NAME: April Mroz PHONE (A/C, No, Ext): 312 621-2200 E-MAIL ADDRESS: amroz@rockwoodco.com	FAX (A/C, No): 312 621-2288
	INSURER(S) AFFORDING COVERAGE	
INSURED KLF Enterprises Inc 2300 W 167th Street Markham, IL 60428	INSURER A : Cincinnati Specialty Underwriters Ins	13037
	INSURER B : Hallmark Ins Co Inc	34037
	INSURER C : Berkshire Hathaway Homestate Ins Co	20044
	INSURER D : Cincinnati Insurance Company	10677
	INSURER E : Scottsdale Insurance Company	41297
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CSU0091859	11/19/2021	11/19/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ENP0465151	11/19/2021	11/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	77HX1890CAK	11/19/2021	11/19/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	BRWC228748K	11/02/2021	11/02/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	CARGO			ENP0465151	11/19/2021	11/19/2022	\$300,000 PER VEHICLE
D	RENTED EQUIPMENT			ENP0465151	11/19/2021	11/19/2022	\$400,000 PER ITEM
E	POLLUTION LIABILI	X	X	VRS0003577	11/19/2021	11/19/2022	\$5,000,000/CLAIM & AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 5618 Lyman Avenue Residential Demolition

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 when required by written contract. A waiver of subrogation applies in favor of the additional insured with respects to the Workers Compensation policy. a thirty(30) day written notice of cancellation applies.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
George F. Mon. Kwo Jr.

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

KLF Enterprises, Inc.
2044 W. 163rd Street, Unit 2
Markham, IL 60428

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of Accompanying Bid

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.

PROJECT:

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

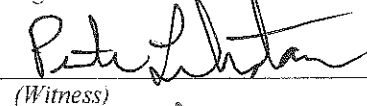
5618 Lyman Avenue Residential Demolition - Bid No. SW-104

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.

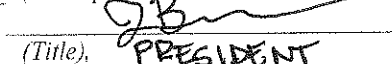
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 29th day of August, 2022



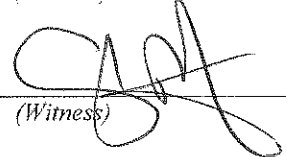
(Witness)

KLF Enterprises, Inc. _____
(Principal) *(Seal)*

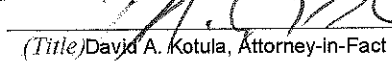


(Title), PRESIDENT

Hudson Insurance Company _____
(Surety) *(Seal)*



(Witness)



(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, Brian DiPaola

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.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of January, 20 19 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

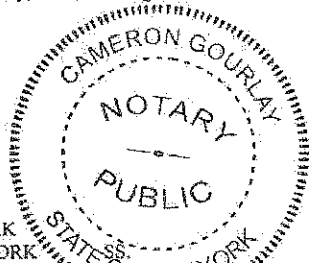
HUDSON INSURANCE COMPANY

By: Michael P. Cifone, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 16th day of January, 20 19 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.

(Notarial Seal)



CAMERON GOURLAY Notary Public, State of New York No. 01GO6372305 Qualified in New York County Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

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.



Press the hand of the undersigned and the seal of said Company this 29th day of August, 20 22

By: Dina Daskalakis, Corporate Secretary



Village of Downers Grove

Contractor Evaluation

Contractor: K.L.F. Enterprises Inc.

Project: 4113 Belle Aire Lane and 3854 Glendenning Road Residential Demolitions

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

Time Period: July to September 2019

On Schedule (allowing for uncontrollable circumstances) Yes No

Provide details if early or late completion: Completed the project late due to the discovery of an unexpected well at the Glendenning property.

Change Orders (attach information if needed): Change to Belle Aire property driveway removal, well discovered at the Glendenning property which had to be abandoned by the contractor.

Difficulties / Positives: The contractor was 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: Katherine Zirbel

Date: 10/11/2019



Village of Downers Grove

Consultant Evaluation

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