



PROPOSAL SUBMITTED BY		
Fowler Enterprises, LLC		
Contractor's Name		
41W691 Russell Road		
Street		P. O. Box
Elgin	IL	60124
City	State	Zip Code

**STATE OF ILLINOIS**

COUNTY DuPage  
Village of Villa Park  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

PROJECT Lufkin Pool Demolition  
 LOCATION 1000 South Ardmore Avenue, Villa Park, Illinois  
 TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

CONTRACT BOND (required)

**CONTRACT**

County DuPage  
Local Public Agency Village of Villa Park  
Project Lufkin Pool Demolition  
Location 1000 S. Ardmore, Villa Park

1. THIS AGREEMENT, made and concluded the 11TH day of JULY 2019,  
Month and Year

between the Village of Villa Park  
acting by and through its Board of Trustees known as the party of the first part, and  
Fowler Enterprises, LLC his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, and Contract Bond hereto attached, and the Plans for the Lufkin Pool Demolition, in the Village of Villa Park, DuPage County, Illinois, approved by the Village of Villa Park on May 15, 2019, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: Juan Carlos Priepke  
Village Clerk

The Village of Villa Park  
By Albert Beuthner  
Party of the First Part

(Seal)



(If a Corporation)

Corporate Name Fowler Enterprises, LLC

By Jim Fung  
President Party of the Second Part

(If a Co-Partnership)

Attest: Christine Swanson  
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



**CONTRACT**

**Contract Bond**

Location 1000 S. Ardmore, Villa Park  
 County DuPage  
 Local Agency Village of Villa Park  
 Project Lufkin Pool Demolition

We, Fowler Enterprises, LLC

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and

Auto Owners Insurance Company

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

Seventy Eight Thousand-----

Dollars ( \$78,000.00 )

), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

**CONTRACT**

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 10 day of July A.D. 2019

**PRINCIPAL**

Fowler Enterprises, LLC  
(Company Name)

(Company Name)

By: [Signature] President  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

Attest: [Signature]  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF Kane

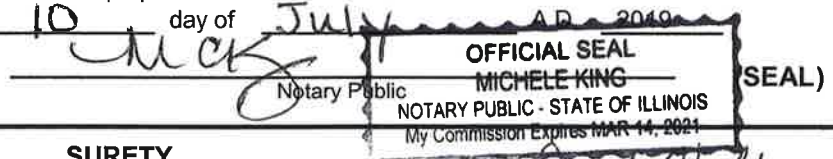
I, Michele C King, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of July A.D. 2019

My commission expires 3/14/21



Auto Owners Insurance Company  
(Name of Surety)

**SURETY**

By: Scott Hoffman  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF Kane

I, Michele C King, a Notary Public in and for said county, do hereby certify that

Scott Hoffman

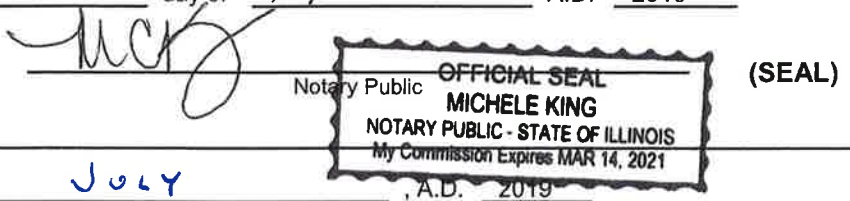


(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July A.D. 2019

My commission expires March 14, 2021



Approved this 11TH day of JULY A.D. 2019

Attest: [Signature]  
Village Clerk

Albert Bulthuis  
Village of Villa Park (Awarding Authority)  
(Chairman/Mayor/President)

DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66329952

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint SCOTT D HOFFMAN

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

*Denise Williams*

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires March 10, 2022.

*Susan E. Theisen*

Susan E. Theisen

Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 10th day of July, 2019.



*William F. Woodbury*

William F. Woodbury, First Vice President, Secretary and General Counsel



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2019

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CRH Insurance Agency, LLC 1381 Wind Energy Pass Batavia IL 60510	<b>CONTACT NAME:</b> Michele King <b>PHONE (A/C, No., Ext.):</b> (630) 208-8496 <b>E-MAIL ADDRESS:</b> admin@crinsurance.net	<b>FAX (A/C, No.):</b> (630) 208-8497
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fowler Enterprises LLC 41W691 Russell Road Elgin, IL 60124	<b>INSURER A:</b> Pekin Insurance Company	<b>NAIC #</b> 24228
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVO					
A	<input checked="" type="checkbox"/> 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	CL0243518	06/17/2019	06/17/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	00P731255	06/17/2019	06/17/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			00CU36090	06/17/2019	06/17/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	005519274	06/17/2019	06/17/2020	<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	
	<b>Excluded: Jake Fowler</b>							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Additional Insured on general liability policy: Village of Villa Park**

<b>CERTIFICATE HOLDER</b> Village of Villa Park 20 South Ardmore Avenue Villa Park, IL 60181	<b>CANCELLATION</b> 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 <i>Scott Ballard</i> <MK>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY**

**CONTRACTORS ADDITIONAL INSURED/  
WAIVER OF RIGHTS OF RECOVERY  
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. Additional Insured - When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured.

- (1) does not increase the scope or limits of coverage afforded by this policy; and
- (2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

(1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

(2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured

(3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of.

(a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or

(b) the end of the Policy Period.

(4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:

(a) the conclusion of the period during which the written contract requiring such coverage requires it; or

(b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard"

D. **Section III - Limits Of Insurance** is amended to include:

(1) The limits of insurance applicable to the Additional Insured are:

(a) those specified in the written contract that requires the person or organization to be added as an Additional Insured, or

(b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. **Section IV - Other Insurance** is amended to include:

(1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured

F. **Section IV - Transfer Of Rights Of Recovery Against Others To Us** is amended to include:

(1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. **Additional Insured - State Or Political Subdivisions - Permits**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard"

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

**CONTRACT**



**VILLAGE OF VILLA PARK**

**CONTRACT DOCUMENTS**

**FOR**

**LUFKIN POOL DEMOLITION**

**MAY 15, 2019**

**PREPARED BY THE**

**VILLAGE OF VILLA PARK**

# CONTRACT

## ADVERTISEMENT FOR BIDS VILLAGE OF VILLA PARK WEDNESDAY, MAY 15, 2019

### **PROJECT: LUFKIN POOL DEMOLITION**

This project consists of the demolition of Lufkin Pool, located at 1000 South Ardmore Avenue in Villa Park, Illinois. The scope of work includes the demolition, removal, and offsite disposal of the pool, structures, mechanical equipment, foundation walls, slabs, footings, driveway pavement, and other appurtenances; backfilling of all excavations with clean fill; rough grading of the site; and other related and incidental work.

### **BID DEADLINE: TUESDAY, JUNE 4, 2019, 10:00 A.M. LOCAL TIME**

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

### **PRE-BID MEETING: TUESDAY, MAY 28, 2019, 10:00 A.M. LOCAL TIME**

An optional pre-bid meeting for potential bidders will be held at Lufkin Pool, 1000 South Ardmore Avenue, Villa Park, Illinois, 60181, at the above date and time. The meeting will provide potential bidders with an opportunity to view the site, buildings, and equipment prior to submitting a bid.

**NOTICE:** Separate, sealed proposals for the **LUFKIN POOL DEMOLITION** will be received by the Village of Villa Park, Illinois, at the reception desk of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, until the Bid Deadline. Immediately thereafter, the proposals will be publicly opened and read aloud in the Village Board Room at the Village of Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois 60181. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village.

Proposals shall be submitted in accordance with the Bidding Documents prepared by the Village of Villa Park, 20 South Ardmore Avenue, Villa Park, Illinois 60181.

**BIDDER QUALIFICATIONS:** Bidders, in submitting a Bid, shall comply with all applicable Federal, State and Local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications.

**BID SECURITY:** Bid security in the amount of not less than five percent (5%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

# CONTRACT

**CONTRACT SECURITY:** The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

**RIGHTS RESERVED:** The Village will select the lowest, most responsible bidder. The Village reserves the right to reject any and all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

**WAGE RATES:** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

**CONTRACT DOCUMENTS:** The Bidding Documents are on file for inspection at the office of the Village of Villa Park Public Works Department, 11 West Home Avenue, Villa Park, Illinois, 60181, and may also be obtained from the Village of Villa Park Public Works Department at the address listed above for a non-refundable fee of twenty dollars (\$20.00).

**PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS.**

**CONTRACT**



**Village of Villa Park**

20 South Ardmore Avenue, Villa Park, Illinois 60181

**Local Public Agency  
Formal Contract Proposal**

PROPOSAL SUBMITTED BY		
Fowler Enterprises LLC		
Contractor's Name		
41W1091 Russell Road		
Street		P.O. Box
Elgin	IL	60124
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage  
Village of Villa Park  
 (Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

PROJECT Lufkin Pool Demolition  
 LOCATION 1000 South Ardmore Avenue, Villa Park, Illinois  
 TYPES OF FUNDS Local Funds

SPECIFICATIONS (required)

**Note:** All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

# CONTRACT

## NOTICE TO BIDDERS

County DuPage  
Local Public Agency Villa Park  
Project Lufkin Pool Demolition  
Location 1000 S. Ardmore, Villa Park

Sealed proposals for the improvement described below will be received at the office of Village of Villa Park Public Works  
11 West Home Avenue, Villa Park, Illinois 60181 until 10:00 AM on June 4, 2019  
Address Time Date

Sealed proposals will be opened and read publicly at the office of Village of Villa Park Village Hall Board Room  
20 South Ardmore Avenue, Villa Park, Illinois 60181 at 10:00 AM on June 4, 2019  
Address Time Date

### DESCRIPTION OF WORK

Name Lufkin Pool Demolition Length: N/A feet ( N/A miles)  
Location Lufkin Pool, 1000 South Ardmore Avenue, Villa Park, Illinois 60181  
Proposed Work This project consists of the demolition of Lufkin Pool, located at 1000 South Ardmore Avenue in Villa Park, Illinois. The scope of work includes the demolition, removal, and offsite disposal of the pool, structures, mechanical equipment, foundation walls, slabs, footings, driveway pavement, and other appurtenances; backfilling of all excavations with clean fill; rough grading of the site; and other related and incidental work.

1. Plans and proposal forms will be available in the office of the Village of Villa Park Public Works Department,  
11 West Home Avenue, Villa Park, Illinois, 60181, for a non-refundable fee of \$20.00.

2.  Prequalification

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- a. BLR 12200: Local Public Agency Formal Contract Proposal
  - b. BLR 12200a Schedule of Prices
  - c. BLR 12230: Proposal Bid Bond
  - d. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

~~SEVEN WITH BID~~  
**CONTRACT**

**PROPOSAL**

County DuPage  
Local Public Agency Village of Villa Park  
Project Lufkin Pool Demolition  
Location 1000 S. Ardmore, Villa Park

1. Proposal of Fowler Enterprises LLC

for the following proposed work:

This project consists of the demolition of Lufkin Pool, located at 1000 South Ardmore Avenue in Villa Park, Illinois. The scope of work includes the demolition, removal, and offsite disposal of the pool, structures, mechanical equipment, foundation walls, slabs, footings, driveway pavement, and other appurtenances; backfilling of all excavations with clean fill; rough grading of the site; and other related and incidental work.

2. The plans for the proposed work are those prepared by the Village of Villa Park

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 30 calendar days unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Village Treasurer of the Village of Villa Park

The amount of the check is 5% of Total Bid Amount (\$78,000.00).

~~7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number N/A.~~

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



# Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

## SCHEDULE OF PRICES

County DuPage  
 Local Agency Villa Park  
 Project Lufkin Pool Demolition  
 Location 1000 S. Ardmore, Villa Park

### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	DEMOLITION, REMOVAL, AND DISPOSAL	L SUM	1	\$ 44,100.00	\$ 44,100.00
2	EROSION, SITE, DUST, AND TRAFFIC CONTROL	L SUM	1	\$ 4,200.00	\$ 4,200.00
3	BACKFILLING	L SUM	1	\$ 20,700.00	\$ 20,700.00
4	GRADING	L SUM	1	\$ 3,200.00	\$ 3,200.00
5	SEEDING	L SUM	1	\$ 4,200.00	\$ 4,200.00
6	PERMITTING	L SUM	1	\$ 500.00	\$ 500.00
7	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$ 1,100.00	\$ 1,100.00

Bidder's Proposal for making Entire Improvements

\$ 78,000.00

**CONTRACTOR CERTIFICATIONS**

County	<u>DuPage</u>
Local Public Agency	<u>Village of Villa Park</u>
Project	<u>Lufkin Pool Demolition</u>
Location	<u>1000 S. Ardmore, Villa Park</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

**RETURN WITH BID**  
**CONTRACT**

**SIGNATURES**

County DuPage  
Local Public Agency Village of Villa Park  
Project Lufkin Pool Demolition  
Location 1000 S. Ardmore, Villa Park

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Fowler Enterprises LLC

Signed By Gene Fowler  
President

Business Address 41 W 9th Russell Road  
Elgin, IL 60124

Inset Names of Officers

President Gene Fowler

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest:

Christina Hanson  
Secretary

# CONTRACT



## Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

### Local Agency Proposal Bid Bond

Location 1000 S. Ardmore, Villa Park  
 County DuPage  
 Local Agency Village of Villa Park  
 Project Lufkin Pool Demolition

**RETURN WITH BID**

WE Fowler Enterprises LLC **PAPER BID BOND** \_\_\_\_\_ as PRINCIPAL,  
 and The Ohio Casualty Insurance Company \_\_\_\_\_ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications. Then this obligation shall become void, otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph. Then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 4th day of June, 2019

Fowler Enterprises LLC

Principal

By: [Signature] OWNER  
 (Company Name)  
 (Signature and Title)

By: \_\_\_\_\_  
 (Company Name)  
 (Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

The Ohio Casualty Insurance Company

Surety

(Name of Surety)

By: [Signature]  
 (Signature of Attorney-in-Fact)

Stephanie Shetler Attorney-in-Fact

STATE OF ILLINOIS,

COUNTY OF Cook

I, Annette Albach, a Notary Public in and for said county,  
 do hereby certify that Jake J. Fowler & Stephanie Shetler

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of June, 2019

My commission expires 12/10/2022

[Signature]  
 (Notary Public)

OFFICIAL SEAL  
**ANNETTE ALBACH**  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES DEC. 10, 2022

**Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form, if the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Fowler Enterprises  
 (Company/Bidder Name)  
[Signature] OWNER  
 (Signature and Title)

6-4-19  
 Date

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No 8178583

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Annette Albach; Stephanie Shetler

all of the city of Schaumburg, state of IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August 2018



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: [Signature]  
David M Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of August, 2018, before me personally appeared David M Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member Pennsylvania Association of Notaries

By: [Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12 Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5** Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2019



By: [Signature]  
Renee C. Llewellyn, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-829-8240 between 8:00 am and 4:30 pm EST on any business day.

**CONTRACT**  
RETURN WITH BID



**Village of Villa Park**

20 South Ardmore Avenue, Villa Park, Illinois 60181

**Affidavit of Illinois Business Office**

County DuPage  
Local Agency Village of Villa Park  
Project Lufkin Pool Demolition  
Location 1000 S. Ardmore, Villa Park

State of IL )  
County of Kane ) ss.

I, Jake Fowler of Elgin, IL  
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the Owner of Fowler Enterprises LLC  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Fowler Enterprises LLC, will maintain a  
(bidder) business office in the State of Illinois which will be located in Kane County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Jake Fowler  
(Signature)  
Jake Fowler  
(Print Name of Affiant)

This instrument was acknowledged before me on 4th day of June, 2019.



(SEAL)

Kimberly L Lundgren  
(Signature of Notary Public)

# CONTRACT

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2019

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 4-1-16) (Revised 1-1-19)

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The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	175

# CONTRACT

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

## Local Roads And Streets Recurring Special Provisions

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# CONTRACT

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APPENDIX D: LOCATION MAPS

APPENDIX E: REPORTS

Geotechnical Investigation

Air Quality Sampling Professional Report

Asbestos Survey Report

# CONTRACT

## SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 (referred to hereinafter as the Standard Specifications); and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2019. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

### DEFINITIONS

**Contractor.** The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

**Department, Owner or Village.** The Village of Villa Park, DuPage County, Illinois.

**Engineer.** The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

### LOCATION OF PROJECT

Lufkin Pool  
1000 South Ardmore Avenue  
Villa Park, Illinois 60181

### DESCRIPTION OF PROJECT

This project consists of the demolition of Lufkin Pool, located at 1000 South Ardmore Avenue in Villa Park, Illinois. The scope of work includes the demolition, removal, and offsite disposal of the pool, structures, mechanical equipment, foundation walls, slabs, footings, driveway pavement, and other appurtenances; backfilling of all excavations with clean fill; rough grading of the site; and other related and incidental work.

### WORK NOT INCLUDED

The project does not include any utility disconnects. The project does not include removal or disposal of asbestos or any other hazardous waste.

# CONTRACT

## GENERAL SPECIAL PROVISIONS

### QUALIFICATIONS OF BIDDERS

Bidders will comply with all applicable Federal, State and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

- (a) Bidder shall be qualified to do business in the State of Illinois.
- (b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.
- (d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.
- (f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.
- (g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the

# CONTRACT

insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.

- (h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.
- (i) Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.
- (j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.
- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.
- (n) Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.
- (o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be

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able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

- (p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.
- (r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Bidder shall be able to provide such other information as may assist the Village in determining whether the Bidder is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix B.

## **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

All bids shall remain subject to acceptance by the Village for a period of 60 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 60 calendar days upon written notice to all bidders by the Village.

# CONTRACT

The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

## SUBCONTRACTORS

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

“The apparent low Bidder shall submit to the Village within 3 calendar days after the receipt of bids, a list of the names of Bidder’s proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each.”

## INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications, and shall also be in accordance with the “IRMA Contractual Insurance Guidelines”, incorporated herein as Appendix C. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.
- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. The Village will make the final determination as to what constitutes a stricter requirement.

## MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“**671.02 Basis of Payment.** This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

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## WORKING HOURS

Working hours will be between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner's written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor will compensate Owner for the costs of inspection and other services provided by Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

## HOLIDAYS

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

New Year's Day

Easter

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Thanksgiving Friday

Christmas Eve

Christmas Day

New Year's Eve

## OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves or hydrants. If Contractor requires the operation of such facilities, Contractor shall provide a minimum of 48 hours' notice to the Village and the Village will operate such facilities.

## CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or

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dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

## DIFFERING SITE CONDITIONS

Contractor is encouraged to visit and inspect the site, and to make record of existing conditions, during the optional pre-bid meeting. No additional compensation will be granted to the Contractor as a result of site conditions encountered during the work that differ from those anticipated or assumed by the Contractor.

## FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13, Final Inspection, to read:

“If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of such instructions. The Contractor shall give the Engineer not less than 48 hours notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection.”

## RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, lost, damaged or vandalized shall be the Contractor's responsibility to replace or repair as needed at no additional cost to the contract.

## USE OF FIRE HYDRANTS

Revise Article 107.18, Use of Fire Hydrants, of the Standard Specifications to read:

“**107.18 Use of Fire Hydrants.** If Contractor requires water for the completion of construction operations, and desires to obtain water from the Village, the Contractor shall make written application to the Village. If such application is approved by the

# **CONTRACT**

Village, the Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water.

Prior to obtaining water, Contractor shall make written application to the Village for temporary use of a hydrant meter. If the application for temporary use of a hydrant meter is approved, the Contractor shall provide a deposit of three-thousand dollars (\$3,000.00) to the Village for the temporary use of said hydrant meter, which deposit will be held by the Village until such time that the meter is returned to the Village by the Contractor in satisfactory condition. Contractor shall use said hydrant meter when obtaining water, and shall comply with all conditions for the use of said meter. Contractor shall return the hydrant meter to the Village within 24 hours of project completion and within 24 hours of any request by the Village that the hydrant meter be returned.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

Contractor shall not use, operate or obtain water from any hydrants other than the hydrant prescribed. Contractor shall not obtain water from the Village for construction operations or activities not under contract with the Village.

If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

## **PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION**

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

# **CONTRACT**

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

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## PAY ITEM SPECIAL PROVISIONS

### PAY ITEM #1 – DEMOLITION, REMOVAL, AND DISPOSAL

**Description.** This work shall consist of the demolition, removal, and lawful offsite disposal of the pool, structures, equipment, pavement, and all other appurtenances as described herein.

This work shall include, but not be limited to, the demolition, removal, and disposal of the pool, pool liner, pool deck, buildings, structures, foundation walls, slabs, footings, pavement, fences, pipes, equipment, amenities, materials, and all other items existing on site at the time of work. All items, materials, and equipment shall become the property of the Contractor and immediately following demolition shall be removed from the site by the Contractor and lawfully disposed of offsite in accordance with all federal, state, and local regulations and requirements.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

**Basis of Payment.** This work will be paid for at the contract lump sum price for DEMOLITION, REMOVAL, AND DISPOSAL, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

### PAY ITEM #2 – EROSION, SITE, DUST, AND TRAFFIC CONTROL

**Description.** This work shall consist of furnishing, installing, maintaining, relocating, and removing erosion, site, and traffic control measures. This work shall be in accordance with applicable portions of Section 280, Section 282, and Division 700 of the Standard Specifications, and as described herein.

Erosion control measures shall include perimeter erosion barrier, inlet filter baskets, construction entrances, and other measures as deemed necessary by the Village.

Perimeter erosion barrier shall be placed continuously in all unpaved areas adjacent to the area of construction, and shall be supported with stakes at regular intervals. The bottom edge of the perimeter erosion barrier shall be installed below grade. Barrier which is ripped, gapped at the bottom, or otherwise in such a condition so as to allow silt or sediment to pass through it shall be removed and replaced by the Contractor immediately.

Inlet filters shall consist of fabric bags mounted on metal frames, and shall be of proper shape and size so as to fit the castings in which they are to be installed. Inlet filters shall be installed in all drainage and utility structures to which the construction area is

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tributary, and also in all those structures that are otherwise within fifty feet of the construction area. Inlet filters shall be emptied no less than once per week, after every rainfall, or more often if needed.

Construction entrances or other measures shall be required for ensuring that vehicles and equipment leaving the site or moving through the site do not carry or deposit dirt, silt, mud, or other debris in the performance of the work. Construction entrances or other such measures as agreed upon shall be to the satisfaction of the Village.

Contractor shall provide site control measures as needed or as deemed necessary by the Village. Such measures shall be sufficient for preventing unauthorized access to the site.

Site control measures shall include furnishing and erecting continuous six-foot (6') chain link fence around the perimeter of all areas of proposed work. Contractor may maintain existing chain link fence in place for the purpose of fulfilling this requirement. Contractor may also re-use existing chain link fence for the purpose of fulfilling this requirement. Regardless of how Contractor elects to fulfill this requirement, Contractor shall be responsible for providing the labor, equipment, and materials necessary to maintain continuous six-foot chain link fence in place around the perimeter of all areas of proposed work until the completion of GRADING under this contract.

Contractor shall provide dust control measures as needed or as deemed necessary by the Village. Such measures shall be sufficient for preventing the transmission of dust and all other airborne material or particulate beyond the limits of the construction site. Such measures may include the application of water by approved methods, the mechanical sweeping of the construction site or adjacent areas, or other measures as necessary. Such measures shall conform with all applicable laws and regulations.

Contractor shall provide traffic control measures as needed or as deemed necessary by the Village.

Traffic control measures shall include, but not be limited to, road closures or lane closures for work taking place in or adjacent to any roadways; flaggers for vehicles and equipment entering or leaving the site; and barricades on any driveway entrances or sidewalks to which access is to be restricted. Contractor shall be responsible for ensuring that all traffic control devices are in satisfactory condition, conform to minimum reflectivity standards, and are equipped with beacons. Traffic control devices shall be either Type II barricades, Type III barricades, or barrels. Traffic cones or similar will not be considered acceptable traffic control devices and will not be permitted.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

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**Basis of Payment.** This work will be paid for at the contract lump sum price for EROSION, SITE, AND TRAFFIC CONTROL, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

## **PAY ITEM #3 – BACKFILLING**

**Description.** This work shall consist of the furnishing, placement, mechanical compaction, and rough grading of clean, suitable backfill material in all excavations resulting from the demolition and removal work included in this contract as described herein.

Material to be furnished shall be subject to the inspection and approval of the Village. Material shall have sufficient compressive strength to accommodate the loading of construction equipment following its placement. Material shall be reasonably free of unsuitable or deleterious contents as determined by the Village.

Material to be furnished shall be certified for disposal at a Clean Construction and Demolition Debris (CCDD) site in accordance with the appropriate requirements established by State of Illinois law and Illinois Environmental Protection Agency regulations. Contractor shall be required to provide documentation of said certification.

Contractor shall place approved backfill material in all excavations resulting from the demolition and removal work included in this contract. Backfill material shall be mechanically compacted in all locations where it is installed, in lifts not exceeding 24 in. loose measure, to the satisfaction of the Village. If necessary, Contractor shall provide multiple types or units of equipment for the purpose of providing mechanical compaction if site conditions or other circumstances prevent Contractor from achieving satisfactory compaction with the types or units of equipment initially provided.

Contractor shall place and compact backfill material to an elevation such that all existing drainage patterns are maintained and such that positive drainage of the site following construction is achieved.

Final grading and placement of topsoil will not be included in BACKFILLING, but shall be included instead in GRADING. Contractor shall place and compact backfill material to an elevation such that the subsequent work to be performed as a part of GRADING will result in the desired final surface elevations across the site.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

**Basis of Payment.** This work will be paid for at the contract lump sum price for BACKFILLING, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

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## PAY ITEM #4 – GRADING

**Description.** This work shall consist of the shaping, trimming, and finishing of the site; and furnishing and placement of topsoil to a minimum depth of 4 in. above all excavations and areas disturbed as a result of work included in this contract. This work shall be in accordance with applicable portions of Section 202, Section 211, and Section 212 of the Standard Specifications, and as described herein.

The topsoil furnished shall be free from clods, stones, sticks, debris, and all other deleterious material. The topsoil shall be sufficiently pulverized and of uniform consistency. The moisture content shall be such that it can be satisfactorily placed and distributed. The topsoil shall be placed to a smooth, compacted uniform thickness of not less than 4 in. The entire surface shall be rolled if deemed necessary by the Village.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

**Basis of Payment.** This work will be paid for at the contract lump sum price for GRADING, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

## PAY ITEM #5 – SEEDING

**Description.** This work shall consist of preparing the seed bed; and furnishing and placing the seed and other materials required in seeding operations; above all excavations and areas disturbed as a result of work included in this contract. This work shall be in accordance with applicable portions of Section 250 of the Standard Specifications, and as described herein.

The seed mix to be furnished shall be approved by the Village. Fertilizer nutrients shall be furnished and applied, and shall be included in the cost of this work.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

**Basis of Payment.** This work will be paid for at the contract lump sum price for SEEDING, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

## PAY ITEM #6 – PERMITTING

**Description.** This work shall consist of obtaining and meeting the conditions of all applicable permits required for this work.

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Contractor shall be responsible for obtaining all permits from all agencies having jurisdiction over the work.

Contractor shall apply for and obtain a demolition permit and a stormwater certification from the Village of Villa Park Public Works Department. No fees will be charged by the Village for these permits, but Contractor shall otherwise meet all conditions thereof.

All other permits which are required for the performance of the work shall be obtained from the appropriate agencies by the Contractor at the Contractor's expense. The cost of such applications, all associated fees, and conformance with all conditions thereof shall be included in the cost of this work.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

**Basis of Payment.** This work will be paid for at the contract lump sum price for PERMITTING, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

## **PAY ITEM #7 – PRE-CONSTRUCTION VIDEO RECORDING**

**Description.** This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will provide a visual record of all physical features within those areas which are to remain after demolition, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area. Video recordings shall also provide a record of such elements on all private properties located adjacent to or within one-hundred feet (100') of the construction site. Contractor shall coordinate with property owners to obtain access to private properties for the purpose of obtaining such records, or shall make arrangements for the lawful recording of private properties from an offsite location.

Video recordings will begin with an audio narrative which provides the current date and time, the name of the Village and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing.

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Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute, and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

**Schedule.** Preconstruction video recording will be performed according to the following schedule:

- (a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- (b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- (c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- (d) Pre-construction video recording will be completed no more than 7 days prior to the start of construction.
- (e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Village, and the Village will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a

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response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.

- (f) Pre-construction video recording will be submitted to the Village for review prior to commencement of any construction, and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Village will be re-recorded at no additional cost to the contract.

**Deliverables.** Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings, and will be rejected.

Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Engineer for Contractor's own use and record.

**Method of Measurement.** This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

**Basis of Payment.** Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

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State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

## SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Villa Park

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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## BDE SPECIAL PROVISIONS For the April 26, 2019 and June 14, 2019 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

File Name	#	Special Provision Title	Effective	Revised
	80099	1 <input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
	80274	2 <input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
	80192	3 <input type="checkbox"/> Automated Flagger Assistance Device	Jan. 1, 2008	
	80173	4 <input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80241	5 <input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
	5026I	6 <input type="checkbox"/> Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I	7 <input type="checkbox"/> Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I	8 <input type="checkbox"/> Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I	9 <input type="checkbox"/> Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80404	10 <input type="checkbox"/> Coarse Aggregate Quality for Micro-Surfacing and Cape Seals	Jan. 1, 2019	
*	80384	11 <input type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
	80198	12 <input checked="" type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
	80199	13 <input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293	14 <input type="checkbox"/> Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
	80311	15 <input type="checkbox"/> Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
	80277	16 <input type="checkbox"/> Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
	80261	17 <input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80387	18 <input type="checkbox"/> Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
*	80029	19 <input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
	80402	20 <input type="checkbox"/> Disposal Fees	Nov. 1, 2018	
	80378	21 <input type="checkbox"/> Dowel Bar Inserter	Jan. 1, 2017	Jan. 1, 2018
	80405	22 <input type="checkbox"/> Elastomeric Bearings	Jan. 1, 2019	
	80388	23 <input type="checkbox"/> Equipment Parking and Storage	Nov. 1, 2017	
	80229	24 <input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80304	25 <input type="checkbox"/> Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
	80246	26 <input type="checkbox"/> Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	Aug. 1, 2018
	80398	27 <input type="checkbox"/> Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Jan. 1, 2019
	80406	28 <input type="checkbox"/> Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT Projects)	Jan. 1, 2019	
	80399	29 <input type="checkbox"/> Hot-Mix Asphalt – Oscillatory Roller	Aug. 1, 2018	Nov. 1, 2018
	80347	30 <input type="checkbox"/> Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	Aug. 1, 2018
	80383	31 <input type="checkbox"/> Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Jan. 1, 2019
	80376	32 <input type="checkbox"/> Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
	80392	33 <input type="checkbox"/> Lights on Barricades	Jan. 1, 2018	
	80336	34 <input type="checkbox"/> Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
*	80411	35 <input type="checkbox"/> Luminaires, LED	April 1, 2019	
*	80393	36 <input type="checkbox"/> Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
	80400	37 <input type="checkbox"/> Mast Arm Assembly and Pole	Aug. 1, 2018	
	80045	38 <input type="checkbox"/> Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80394	39 <input type="checkbox"/> Metal Flared End Section for Pipe Culverts	Jan. 1, 2018	April 1, 2018
	80165	40 <input type="checkbox"/> Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80349	41 <input type="checkbox"/> Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
	80371	42 <input type="checkbox"/> Pavement Marking Removal	July 1, 2016	
	80390	43 <input checked="" type="checkbox"/> Payments to Subcontractors	Nov. 2, 2017	
	80389	44 <input type="checkbox"/> Portland Cement Concrete	Nov. 1, 2017	
	80359	45 <input type="checkbox"/> Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017

# CONTRACT

80300	46	<input type="checkbox"/>	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016	
80328	47	<input checked="" type="checkbox"/>	Progress Payments	Nov. 2, 2013		
34261	48	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006	
80157	49	<input type="checkbox"/>	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006		
80306	50	<input type="checkbox"/>	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2019	
80407	51	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2019		
80395	52	<input type="checkbox"/>	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018		
80340	53	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2017	
80127	54	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017	
80408	55	<input type="checkbox"/>	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019		
80397	56	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018		
*	80391	57	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80317	58	<input type="checkbox"/>	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
	80298	59	<input type="checkbox"/>	Temporary Pavement Marking	April 1, 2012	April 1, 2017
	20338	60	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	
	80403	61	<input type="checkbox"/>	Traffic Barrier Terminal, Type 1 Special	Nov. 1, 2018	
	80409	62	<input type="checkbox"/>	Traffic Control Devices - Cones	Jan. 1, 2019	
	80410	63	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
	80318	64	<input type="checkbox"/>	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
	80288	65	<input type="checkbox"/>	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
	80302	66	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
	80071	67	<input type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions are in the 2019 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80382	Adjusting Frames and Grates	Articles 602.02(s) and (t), 1043.04, and 1043.05	April 1, 2017	
80366	Butt Joints	Article 406.08(c)	July 1, 2016	
80386	Calcium Aluminate Cement for Class PP-5 Concrete Patching	Article 1001.01(e)	Nov. 1, 2017	
80396	Class A and B Patching	Articles 442.06(a)(1) and (2)	Jan. 1, 2018	Nov. 1, 2018
80377	Portable Changeable Message Signs	Articles 701.20(h) and 1106.02(i)	Nov. 1, 2016	April 1, 2017
80385	Portland Cement Concrete Sidewalk	Article 424.12	Aug. 1, 2017	

The following special provision has been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80401	Portland Cement Concrete Pavement Connector for Bridge Approach Slab	Aug. 1, 2018	

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal - Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

# **CONTRACT**

## **COMPLETION DATE (VIA CALENDAR DAYS) (BDE)**

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon 30 calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

80198

# CONTRACT

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

# CONTRACT

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

## **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

# CONTRACT

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

# **CONTRACT**

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: November 2, 2017

Add the following to the end of the fourth paragraph of Article 109.11 of the Standard Specifications:

“If reasonable cause is asserted, written notice shall be provided to the applicable subcontractor and/or material supplier and the Engineer within five days of the Contractor receiving payment. The written notice shall identify the contract number, the subcontract or material purchase agreement, a detailed reason for refusal, the value of payment being withheld, and the specific remedial actions required of the subcontractor and/or material supplier so that payment can be made.”

80390

# CONTRACT

## PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

# **CONTRACT**

## **APPENDIX A**

### **PREVAILING WAGE RATES**

# CONTRACT

**Prevailing Wage rates for  
DuPage County effective  
Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		33.38	36.18	1.5	1.5	2	12.35	19.21	1.45	0.61
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	BLD		39.26	43.26	1.5	1.5	2	12.35	22.08	4.93	0.68
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	W	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50

# CONTRACT

LATHER	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63	
MACHINIST	ALL	BLD	47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47	
MARBLE FINISHERS	ALL	ALL	33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47	
MARBLE MASON	ALL	BLD	44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59	
MATERIAL TESTER I	ALL	ALL	31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50	
MATERIALS TESTER II	ALL	ALL	36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50	
MILLWRIGHT	ALL	ALL	46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63	
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28

# CONTRACT

ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		33.50	35.10	1.5	1.5	2	8.10	7.62	0.00	0.25
TRUCK DRIVER	ALL	ALL	1	36.30	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	36.45	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	36.65	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	36.85	36.85	1.5	1.5	2	8.10	9.76	0.00	0.15
TUCKPOINTER	ALL	BLD		44.17	45.17	1.5	1.5	2	10.45	15.04	0.00	0.88

## Legend

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

## Explanations DUPAGE COUNTY

**IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

# CONTRACT

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

## CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations. Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

## COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN

# CONTRACT

(wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

## MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

# CONTRACT

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

## OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet;

# CONTRACT

Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

## Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

# CONTRACT

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

# **CONTRACT**

## **APPENDIX B**

VILLAGE OF VILLA PARK BIDDER REQUIREMENTS ORDINANCE

# CONTRACT

Ordinance No. 3733

## AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AMENDING THE REQUIREMENTS OF BIDDERS FOR CONSTRUCTION PROJECTS

**WHEREAS**, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-2) allows the Village to require competitive bidding after advertising for bids in the manner prescribed by ordinance; and,

**WHEREAS**, the President and Board of Trustees desire to adopt purchasing procedures to provide for additional requirements of bidders for construction projects to have active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training and to have bidders show three similar projects they constructed within the last five years.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1.** That Section 2-219 of the Villa Park Municipal Code, as amended, be and is hereby amended by placing the existing text as subsection A. and adding a new subsection B. to read as follows:

“B. A responsible bidder for the construction of public works projects shall meet and submit evidence of compliance with the following requirements:

- (1) All applicable laws prerequisite to doing business in the State of Illinois,
- (2) A federal employer tax identification number or social security number,
- (3) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions),
- (4) Certificates of insurance indicating the following coverage’s: general liability, worker’s compensation, completed operations, automobile, hazardous occupation and product liability
- (5) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act,
- (6) The bidder and all bidder’s sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for each of the trades of work contemplated under the proposed contract,
- (7) All contractors and sub-contractors are required to file certified payrolls as specified in Illinois Pubic Act 94-0515, and follow all provisions of the Employee Classification Act (820 ILCS 185/1 et seq.), and

# CONTRACT

(8) All bidders must provide three (3) projects of a similar nature constructed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the bidder.”

**Section 2.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this 11 day of February, 2013.

AYES: ALL

NAYS: Aiello Bulthuis

ABSENT: \_\_\_\_\_

Approved this 11 day of February, 2013.



Village President

Attest:  
  
Village Clerk



Published in pamphlet form:

2-11, 2013

# **CONTRACT**

## **APPENDIX C**

### **IRMA CONTRACTUAL INSURANCE GUIDELINES**

**CONTRACT**  
**IRMA**  
**CONTRACTUAL INSURANCE GUIDELINES**

**I. INSURANCE REQUIREMENTS**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

**CG2037 - Completed Operations – (Exhibit C)**

**Required if box is checked**  ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

**Required if box is checked**  ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**Coverage required for employee exposure to lead, if box is checked**

- E. Builder Risk Property Coverage with member as loss payee

**Required if box is checked** .

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

**Required if box is checked** .

**MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract

# CONTRACT

specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **A. General Liability and Automobile Liability Coverages**

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply

## **CONTRACT**

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

### **B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the member, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than member's if the member is borrowing, leasing or in day to day control of contractors employee.

**Required if box is checked .**

### **C. Professional Liability (Required if box is checked )**

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant):  
Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering

# **CONTRACT**

services or failing to provide them, if that is the primary cause of injury or damage.

## **D. All Coverages**

Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

## **VERIFICATION OF COVERAGE**

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

## **SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **ASSUMPTION OF LIABILITY**

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

## **II. INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections

# CONTRACT

therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

### III. **SAFETY/LOSS PREVENTION**

#### **Safety/Loss Prevention Program Requirements**

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

#### **Regulatory Requirements**

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

# CONTRACT

## EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# CONTRACT

## EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**CONTRACT**  
**EXHIBIT**  
**C**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<b>EXAMPLE</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# CONTRACT

Exhibit D (Example)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Name of Insurance Broker	<b>CONTACT NAME:</b> Producer/Ins. Broker Contact Info. <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <hr/> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Name of Insurance Company <span style="float: right;">NAIC # Completed</span> INSURER B: Name of Insurance Company <span style="float: right;">Completed</span> INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
<b>INSURED</b>  Name of Contractor	

**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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Owners & Cont. Prot. (OCP) if requested <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request \$
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)			Policy Number Inserted	Policy Start Date	Policy start Date	\$1,000,000 per occurrence or as requested

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 List project number, location and description.  
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026). Coverage to additional insured is primary. Additional Insured: Member, its officials, employees, agents and volunteers.  
 \* Member named as cancellation notice recipient.

<b>CERTIFICATE HOLDER</b>  Name of Member	<b>CANCELLATION</b>  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 Signature of authorized insurance company representative
---	--

# **CONTRACT**

## **APPENDIX D**

### **LOCATION MAPS**



**Village of Villa Park  
Lufkin Pool Demolition  
2019 Project Area**

**CONTRACT**

**W JACKSON ST**

**E JACKSON ST**

**S RAND RD**

**S ARDMORE AVE**


**E VAN BUREN ST**



**Lufkin Pool Complex**

**Lufkin Pond**

**Legend**

 Area to be Demolished

The attached location maps are provided for informational purposes only and the Village does not guarantee their accuracy. Actual limits of demolition and removal will be determined in the field. Contractor shall be responsible for verifying all existing conditions in the field.

Map Revised: 5/8/2019 JRW

The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

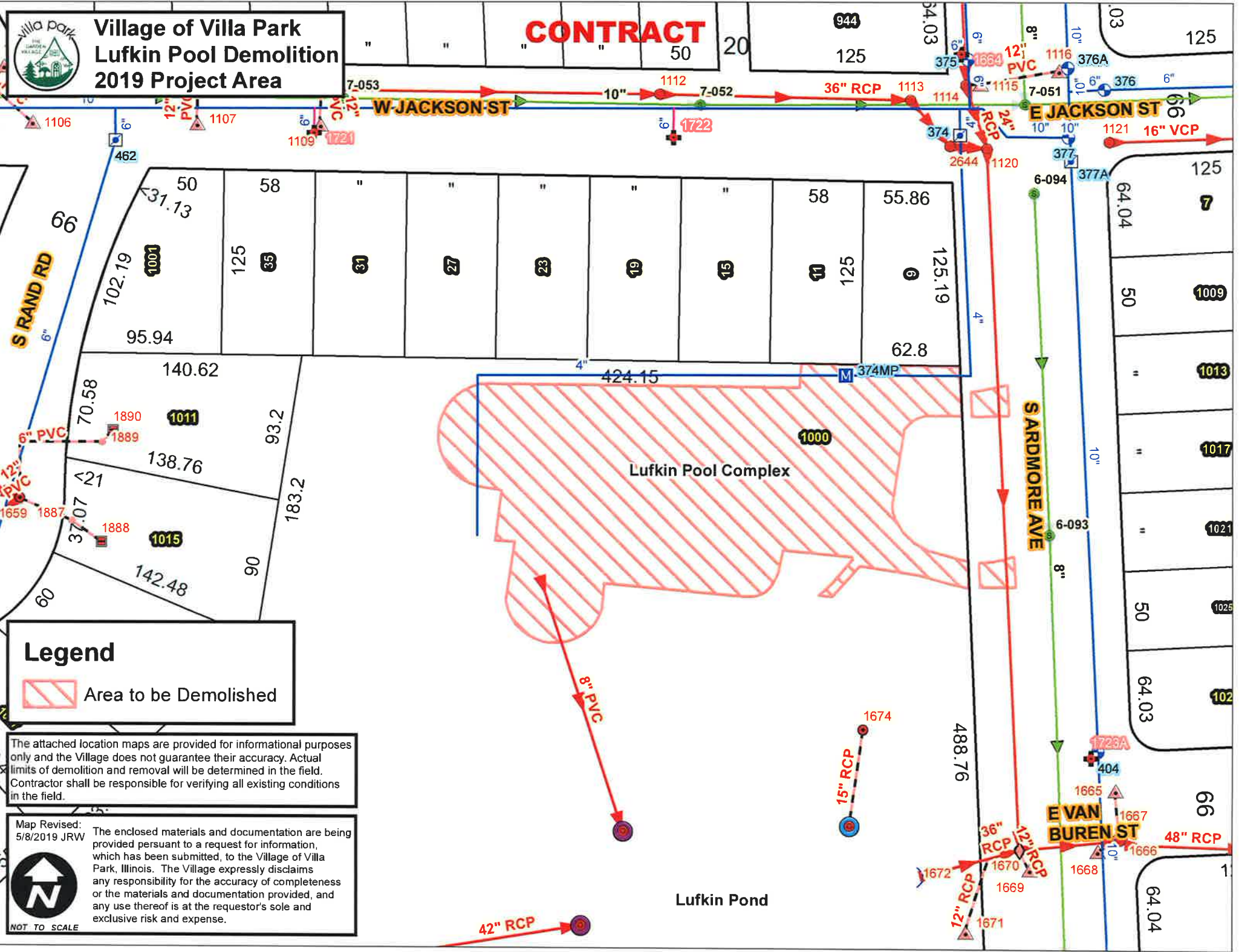


NOT TO SCALE



**Village of Villa Park  
Lufkin Pool Demolition  
2019 Project Area**

**CONTRACT**



**Legend**

Area to be Demolished

The attached location maps are provided for informational purposes only and the Village does not guarantee their accuracy. Actual limits of demolition and removal will be determined in the field. Contractor shall be responsible for verifying all existing conditions in the field.

Map Revised: 5/8/2019 JRW

The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

# **CONTRACT**

## **APPENDIX E**

### **REPORTS**

Geotechnical Investigation  
Air Quality Sampling Professional Report  
Asbestos Survey Report



office: 1-847-870-0544  
fax: 1-847-870-0661  
www.soilandmaterialconsultants.com  
us@soilandmaterialconsultants.com

October 23, 2012  
File No. 20779

Mr. Richard Salerno  
Village of Villa Park  
20 S. Ardmore Avenue  
Villa Park, IL 60181

Re: Geotechnical Investigation  
Lufkin Park  
1000 S. Ardmore Ave.  
Villa Park, Illinois

Dear Mr. Salerno:

The following is our report of findings for the geotechnical investigation completed at Lufkin Park located at 1000 S. Ardmore Ave. in the Village Villa Park, Illinois.

The investigation was requested to determine current subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the planning, design and construction of proposed site improvements. We understand the pool is proposed to be removed and reconstructed. There is currently no specific site plan for the reconstruction.

#### SCOPE OF THE INVESTIGATION

The field investigation included obtaining 3 borings at the locations requested and as indicated on the enclosed location sketch. The boring locations were established in the field by the client. Surface elevations were determined using the temporary benchmark indicated on the location sketch.

We auger drilled the borings to the scheduled depths of 20.0 feet below existing surface elevations. Boring 1 was extended to 30.0 feet and boring 2 was extended to 25.0 feet due to the presence of low strength soils. Soil samples were obtained using a split barrel sampler advanced utilizing an automatic SPT hammer. Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content. Cohesive soils obtained by split barrel sampling were tested further to determine dry unit weight and unconfined compressive strength. The results of all field determinations and laboratory testing are included in summary with this report.

8 WEST COLLEGE DRIVE • ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS • SITE INVESTIGATIONS • PAVEMENT INVESTIGATIONS • GEOTECHNICAL ENGINEERING  
TESTING OF • SOIL • ASPHALT • CONCRETE • MORTAR • STEEL

## RESULTS OF THE INVESTIGATION

Enclosed are boring logs indicating the soil conditions encountered at each location. Site surface conditions include the existing structure, bituminous pavement, vegetation, topsoil and fill soil conditions.

Fill soil conditions were encountered at each of the boring locations. Composition of the fill includes the presence of topsoil, clay/silt and silt/clay mixtures extending to depths of 1.5 feet to 6.0 feet at these boring locations. The limits of fill placement were not determined within the scope of this investigation. The fill soil conditions are found to overlie the apparent natural topsoil at borings 1 and 2. The topsoil is classified as black silt/clay mixtures with traces of roots sometimes present.

Underlying natural soil conditions include the presence of cohesive soils. These are classified as very soft to hard clay/silt mixtures with lesser portions of sand and gravel. These soils are sometimes high in moisture content with values in excess of 30.0% determined.

Non-cohesive soils were also encountered. These include very loose to loose organic silt, silt/clay, silt/sand and sand/gravel mixtures. The non-cohesive soils are often in a very damp to saturated condition. Cobbles and boulders may be present within the site soils at any elevation, although none were encountered while drilling.

Significant deposits of organic matter and organic silt were encountered at borings 1 and 2. These soils have high moisture contents and very low-strength. These conditions are likely present in other areas of the site but were not discovered within the scope of this investigation.

The following table summarizes depth ranges below existing grade, the magnitude of soil strength within these ranges and other information:

<u>Boring</u>	<u>Surface Elevation (feet)</u>	<u>Depth Range Below Existing Surface (feet)</u>	<u>Soil Strength (lbs./sq.ft.)</u>	<u>Recorded Water Levels, W.D./A.D. (feet)</u>
1	97.9	0.5 to 3.5	*None	13.0/23.0
		3.5 to 4.5	*500	
		4.5 to 13.5	*None	
		13.5 to 15.5	1,500	
		15.5 to 21.0	*1,000	
		21.0 to 26.0	2,000	
		26.0 to 27.0	3,000	
2	98.2	1.5 to 5.5	*None	10.5/23.0
		5.5 to 6.0	*500	
		6.0 to 13.5	*None	
		13.5 to 22.0	3,000	
3	99.0	0.5 to 6.5	*2,000	6.0/12.0
		6.5 to 8.5	3,000	
		8.5 to 11.0	4,000	
		11.0 to 17.0	3,000	

\* Not recommended for support of foundations. Deeper foundation depths or foundations supported on coarse crushed stone fill may be needed to reduce the magnitude of long-term total and differential settlement.

It is expected that foundations can be supported on undisturbed natural soils located at any elevation within the depth ranges indicated in the above table, except as noted. Within the noted depth ranges the soils are not considered able to support foundations, even at reduced design bearing values, due to long-term settlement considerations.

SUBSURFACE WATER

The boring logs and the above table indicate the depth at which subsurface water was encountered in the bore holes at the time of the drilling operations and during the period of these readings. It is expected that fluctuations from the water levels recorded will occur over a period of time due to variations in rainfall, temperature, subsurface soil conditions, soil permeability and other factors not evident at the time of the water level measurements.

FOUNDATIONS

There is currently no site or foundation plan available at this time to provide specific foundation recommendations. Generally, it should be noted that the presence of deep unsuitable soil conditions indicated at borings 1 and 2 would most likely require a deep foundation system. A caisson foundation system, designed by a licensed structural engineer, can be utilized to transmit loads through the unsuitable soil conditions and into the suitable soil conditions present at the deeper elevations. Caissons designed for end bearing should extend about 3.0 feet or

deeper into cohesive soils and should bottom in soils possessing the design bearing strength. The bottom of the shafts can be belled to increase the load carrying capacity of each caisson. This will require extending the drilled shaft further into the cohesive soils as needed to assure non-caving soil conditions in the sidewall of the bell. Temporary or permanent casing extending above the ground surface is needed to prevent caving of the soil around the top of the drilled shaft. Further, temporary or permanent casing will be needed when drilling through caving soils or through soft soils which squeeze thus narrowing the diameter of the drilled shaft. The casing will also reduce the volume of water seeping into the drilled shaft.

Continuous and isolated footing foundations may be considered for support of the building loads in the area of boring 3. These foundations can be supported on undisturbed natural soils located below all topsoil, organic silt, unsuitable fill soils, low strength soils and other unsuitable conditions which may be encountered.

All exterior building foundations should extend at least 42.0 inches below exposed surface elevations to provide adequate protection against uplift due to freezing of the supporting soils. Foundations for unprotected improvements should extend at least 48.0 inches below exposed surface elevations. We recommend providing adequate reinforcing steel in foundation walls and piers to minimize the effects of long-term differential settlement. Soil strength values and the depths at which they are expected to be encountered at these boring locations are indicated in the above table.

Foundations can be constructed at shallower depths than those indicated in the above table by preparation of the building pad in advance of foundation excavation. This can be accomplished during site grading by the full-depth removal of unsuitable and low strength soils followed by replacement with properly compacted structural fill. Removal should be accomplished over the entire building pad as needed to provide the supplemental benefit of adequate support of interior slabs. Variations in the depth of removal can be anticipated due to naturally changing soil conditions. The removal should extend beyond the face of perimeter footings to a distance at least equal to the depth of fill that will be present beneath the perimeter footings. Preparation of supporting soils should be in accordance with our recommendations for Subgrade Soil Preparation.

#### FLOOR SLABS

Floor slabs planned for support on the existing soil conditions are expected to undergo some degree of long-term settlement as the soils consolidate under loading and as they shrink due to desiccation. Slabs may be considered for support on suitable natural soils or on properly placed and compacted fill soils. This is feasible when the soils supporting the slabs are prepared in accordance with the recommendations for Subgrade Soil Preparation. These include the removal of topsoil as well as removal or aeration of underlying high moisture content soils.

When the building is supported on a deep foundation system, the differential movements of slabs relative to foundations can result in the need to raise or repair the slabs at a future date. We recommend that reinforced cast in place slabs, precast slabs or alternate systems be

supported on the deep foundations. The slabs can also be supported on grade beams constructed between these foundations. Underground utilities determined susceptible to excessive settlement may also require support on deep foundations.

### DEWATERING

Excavations may require dewatering due to subsurface water seepage and/or surface precipitation. This water can likely be removed by standard sump and pump operations. Soils exposed at foundation, slab or undercut elevations should not be permitted to become saturated. Loss of bearing strength and stability may occur, requiring additional soil excavation.

Fill soils, organic soils, non-cohesive soils and others can be unstable when saturated. These soils tend to cave or run when submerged or disturbed. The stability of exposed embankments is minimal to non-existent as confining soil pressures are removed. Proper drainage within excavations is necessary at all times, particularly when excavations extend below anticipated water levels and below saturated soils.

The contractor should be made responsible for designing and constructing stable temporary excavations. Also, the contractor should shore, slope, bench or restrain the sides of the excavations as required to maintain stability of both the excavation sides and bottom. In no case, should the slope, slope heights, or excavation depth exceed those in the local, state, and federal safety regulations.

Permanent dewatering of basement, crawl space and other below grade areas is necessary. The dewatering system should include the provision for peripheral drain tile adjacent to the footings of foundation walls exposed to the interior of the building. Drain tile runs should also be provided below basement floor slabs. We recommend damp-proofing or possibly water-proofing exterior foundation walls exposed to the interior of the building. Water stop may be necessary in concrete cold joints such as the footing/wall interface.

### SUBGRADE SOIL PREPARATION

Subgrade soil preparation should be accomplished where needed within the building area prior to excavation for foundations. The procedure in all areas of subgrade supported improvements should include the removal of unsuitable surface conditions including vegetation, topsoil, unsuitable fill soils, weak or unstable soils, and other deleterious conditions which may be encountered. Above grade areas should be cut to design subgrade elevations. Exposed subgrade soils should be leveled, compacted and proof-rolled in the presence of the Soil Engineer.

Proof-rolling may reveal areas of unstable soil conditions. Discing and aeration of high moisture content soils can be effective to depths of up to 1.0 foot, depending upon the equipment utilized. Removal of unstable soils may be necessary if high moisture content conditions extend to depths greater than the effective depth of discing. If the depth of undercut appears to be significant, it may be economical to limit the depth of undercut to that needed to

establish adequate support of slabs and remediate weak soil conditions at foundation elevations at the time of foundation construction.

Soft or unstable soil conditions in pavement areas can often be bridged by use of an effective depth of crushed granular material. The placement of the crushed granular bridging material, possibly in conjunction with the use of an appropriate geotextile fabric, should only proceed after review of the proof-roll conditions by the Soil Engineer. Long-term settlement of pavement surfaces may occur locally as the bridged soils desiccate.

Structural fill can be placed on soils prepared to the satisfaction of the Soil Engineer. The fill should be placed in lifts not to exceed 8.0 inches when uncompacted. Each lift should exceed minimum compaction requirements prior to placement of the next lift. We recommend a minimum of 95% compaction based on the modified Proctor test, ASTM D-1557, be achieved within building areas. A minimum of 90% compaction should be achieved beneath exterior improvements such as pavements and sidewalks. Compaction requirements also apply to backfill placement around foundations and within trench excavations located below subgrade supported improvements.

#### FILL SOURCES

The onsite non-organic soils are generally suitable for reuse as fill. Offsite sources may also be used provided they are approved in advance by the Soil Engineer. Aeration may be necessary to reduce soil moisture content prior to compaction. Soil borrowed from near the surface where seasonal fluctuations in soil moisture content occur may require particular attention. The moisture content of fill soils should be within approximately 3.0% of optimum moisture content as determined by the modified Proctor test for the soils to meet or exceed minimum compaction requirements.

#### CONCLUSION

The information within this report is intended to provide initial information concerning subsurface soil and water conditions on the site. Variations in subsurface conditions are expected to be present between boring locations due to naturally changing and filled soil conditions.

Our understanding of the proposed improvements is based on limited information available to us at the writing of this report. The findings of the investigation and the recommendations presented are not considered applicable to significant changes in the scope of the improvements or applicable to alternate site uses. We recommend that proposed foundation, pavement and grading plans be reviewed by our office to determine if additional considerations are necessary to address anticipated subsurface conditions. Obtaining additional soil borings will be warranted to further define the depth and limits of restrictive subsurface conditions.

The soils exposed in soil undercut areas should be evaluated for suitability prior to placement of structural fill, as previously indicated in this report. Soils and aggregates placed as structural fill should be tested as the work progresses to verify that minimum compaction requirements have

been met. We recommend that soil conditions encountered at foundation elevations be tested to verify the presence of design soil strength prior to concrete placement.

If you have any questions concerning the findings or recommendations presented in this report, please let me know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "Joseph A. Klawitter". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joseph A. Klawitter, P.E.  
Project Engineer

JAK:ek  
Enc.

# CONTRACT



**SMC**

**SOIL AND MATERIAL  
CONSULTANTS, INC.**

**LOCATION  
SKETCH**

Client:

VILLAGE OF VILLA PARK

Project:

1000 S. ARDMORE AVENUE

Location:

VILLA PARK, ILLINOIS

File No. 20779

Date: 10-05-12

Scale: NONE



# CONTRACT

## SOIL AND MATERIAL CONSULTANTS, INC.

Arlington Heights, Illinois (847) 870-0544

# SOIL BORING LOG 1

Logged By: DA Page: 1 of 1

Client: Village of Villa Park

File No. 20779 Date Drilled: 10/5/12

Reference: Lufkin Park  
Villa Park, IL

**Comments:**

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation 97.9' Existing Surface

(a) see below  
(b) see below

Black silt, some clay, trace sand & roots, damp, loose (topsoil)

5 Brown-gray clay, some silt, trace organic matter, damp-very damp, very tough to stiff

3 Gray organic silt, very damp, very loose

10 Gray silt, some clay, trace organic matter, very loose

15 Gray silt, some fine sand, trace clay, very damp, loose

20 Gray clay, some silt, trace sand & gravel, very damp, soft

Gray clay, some silt, trace sand & gravel, very damp-damp, stiff to very tough

25

30

End of Boring

(a) Black silt, some clay, trace sand & roots, damp (topsoil) - Fill

(b) Brown-dark brown-black clay & silt, trace sand, damp, very tough - Fill

35

40

depth, ft.	standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	
	X	Δ	⊗	○	<ul style="list-style-type: none"> <li>○ unconfined compressive strength, tons/sq.ft.</li> <li>● penetrometer reading, tons/sq.ft.</li> <li>1.0 2.0 3.0 4.0</li> <li>X standard penetration "N", blows/ft.</li> <li>Δ moisture content, %</li> <li>10 20 30 40</li> </ul>
		27.8			
		22.6			
	6	23.6			X ● Δ
5	4	24.0	99.9	2.0	X ● Δ
	3	33.4	88.6	0.8	X ● Δ
10	2	79.4			X ● Δ 79.4
	1	41.2			X ● Δ
15	6	18.3			X ● Δ
	4	21.6	110.1	0.3	X ● Δ
25	7	17.7	122.0	0.7	X ● Δ
30	11	17.2	120.7	2.1	X ● Δ

Water encountered at 13.0 feet during drilling operations (W.D.).  
Water recorded at 23.0 feet on completion of drilling operations (A.D.).  
Water recorded at \_\_\_\_\_ feet \_\_\_\_\_ hours after completion of drilling operations (A.D.).



Client: Village of Villa Park

File No. 20779 Date Drilled: 10/5/12

Reference: Lufkin Park  
 Villa Park, IL

**Comments:**

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation 98.2' Existing Surface

(a & b) see below

Black-brown-gray clay, some silt, trace sand, damp, very tough - Fill

Black silt, some clay, trace sand, damp, loose (topsoil)

Brown-gray clay, some silt, trace organic matter, very damp, tough to stiff

(c) see below

Gray clay & silt, trace sand, very damp, very soft

(d) see below

Brown-gray clay & silt, trace sand & gravel, very damp, tough

Gray clay, some silt, trace sand & gravel, damp, tough

End of Boring

(a) Bituminous concrete - 4.5"

(b) Limestone, damp - 7.5"

(c) Gray organic silt, some clay, very damp, very loose

(d) Gray clay, some silt, trace sand & gravel, very damp, stiff

depth, ft.	standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength	Strength & Moisture Data			
					penetrometer reading, tons/sq.ft.	unconfined compressive strength, tons/sq.ft.	standard penetration "N", blows/ft	moisture content, %
	X	Δ	⊗	○	1.0	2.0	3.0	4.0
					X		Δ	○
5	8	26.6			X		Δ	
	4	23.5	100.7	1.9	X ●	○	Δ	
10	1	41.1 46.5	79.2	0.7	X ● ○			Δ Δ
	2	35.5 19.9	113.0	0.8	X ●	○	Δ	Δ
15	6	17.1	113.7	1.5	X ●	○	Δ	
20	8	19.2	116.2	1.4	X ●	○	Δ	
25	9	18.2	115.3	1.6	X ●	○	Δ	

Water encountered at 10.5 feet during drilling operations (W.D.).  
 Water recorded at 23.0 feet on completion of drilling operations (A.D.).  
 Water recorded at \_\_\_\_\_ feet \_\_\_\_\_ hours after completion of drilling operations (A.D.).



**SOIL AND MATERIAL CONSULTANTS, INC.**

Arlington Heights, Illinois (847) 870-0544

**CONTRACT**

**SOIL BORING LOG** 3

Logged By: DA Page: 1 of 1

Client: Village of Villa Park

File No. 20779 Date Drilled: 10/5/12

Reference: Lufkin Park  
Villa Park, IL

**Comments:**

Equipment:  CME 45B  CME 55  Hand Auger  Other

**CLASSIFICATION**

Elevation 99.0' Existing Surface

depth, ft.	soil description	standard penetration	moisture content	dry unit weight lbs./cu.ft.	unconfined compressive strength
		X	Δ	γ	○
	Brown-dark brown-brown silt, some clay, trace sand & roots, damp, loose - Fill	7	18.3		
5		5	20.8		
	Brown-gray clay, some silt, trace sand, very damp, tough	5	24.5		
	Brown clay, some silt, trace sand & gravel, damp, hard	12	21.0	105.6	1.8
10		12	18.6	117.2	4.3
	Gray clay, some silt, trace sand & gravel, damp, very tough to tough	12	16.1	122.2	2.6
15		8	18.0	111.5	1.8
20	Gray fine sand, trace medium-coarse sand, gravel & silt, very damp, loose	7	14.4		
	End of Boring				

○ unconfined compressive strength, tons/sq.ft.  
● penetrometer reading, tons/sq.ft.  
1.0 2.0 3.0 4.0  
X standard penetration "N", blows/ft.  
Δ moisture content, %  
10 20 30 40

Water encountered at 6.0 feet during drilling operations (W.D.).  
Water recorded at 12.0 feet on completion of drilling operations (A.D.).  
Water recorded at \_\_\_\_\_ feet \_\_\_\_\_ hours after completion of drilling operations (A.D.).

# CONTRACT



## General Notes

### SAMPLE CLASSIFICATION

Soil sample classification is based on the Unified Soil Classification System, the Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), ASTM D-2488, the Standard Test Method for Classification of Soils for Engineering Purposes, ASTM D-2487 (when applicable), and the modifiers noted below.

#### CONSISTENCY OF COHESIVE SOILS

<u>Term</u>	<u>Qu -tons/sq. ft.</u>	<u>N (unreliable)</u>
Very Soft	0.00 - 0.25	0 - 2
Soft	0.26 - 0.49	3 - 4
Stiff	0.50 - 0.99	5 - 8
Tough	1.00 - 1.99	9 - 15
Very Tough	2.00 - 3.99	16 - 30
Hard	4.00 - 7.99	30 +
Very Hard	8.00 +	

#### RELATIVE DENSITY OF GRANULAR SOILS

<u>Term</u>	<u>N - blows/foot</u>
Very Loose	0 - 4
Loose	5 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 +

#### IDENTIFICATION AND TERMINOLOGY

<u>Term</u>	<u>Size Range</u>
Boulder	over 8 in.
Cobble	3 in. to 8 in.
Gravel	-coarse 1 in. to 3 in.
	-medium 3/8 in. to 1 in.
	-fine #4 sieve to 3/8 in.
Sand	-coarse #10 sieve to #4 sieve
	-medium #40 sieve to #10 sieve
	-fine #200 sieve to #40 sieve
Silt	0.002 mm to #200 sieve
Clay	smaller than 0.002 mm

<u>Modifying Term</u>	<u>Percent by Weight</u>
Trace	1 - 10
Little	11 - 20
Some	21 - 35
And	36 - 50

#### Moisture Condition

Dry  
Damp  
Very Damp  
, Saturated

#### DRILLING, SAMPLING & SOIL PROPERTY SYMBOLS

CF	- Continuous Flight Auger
HS	- Hollow Stem Auger
HA	- Hand Auger
RD	- Rotary Drilling
AX	- Rock Core, 1-3/16 in. diameter
BX	- Rock Core, 1-5/8 in. diameter
NX	- Rock Core, 2-1/8 in. diameter
S	- Sample Number
T	- Type of Sample
J	- Jar
AS	- Auger Sample
SS	- Split-spoon (2 in. O.D. with 1-3/8 in. I.D.)
ST	- Shelby Tube (2 in. O.D. with 1-7/8 in. I.D.)
R	- Recovery Length, in.
B	- Blows/ 6 in. interval, Standard Penetration Test (SPT)
N	- Blows/ foot to drive 2 in. O.D. split-spoon sampler with 140 lb. hammer falling 30 in., (STP)
Pen.	- Pocket Penetrometer reading, tons/ sq. ft.
W	- Water Content, % of dry weight
Uw	- Dry Unit Weight of soil, lbs./ cu. ft.
Qu	- Unconfined Compressive Strength, tons/ sq. ft.
Str	- % Strain at Qu.
WL	- Water Level
WD	- While Drilling
AD	- After Drilling
DCI	- Dry Cave-in
WCI	- Wet Cave-in
LL	- Liquid Limit, %
PL	- Plastic limit, %
PI	- Plasticity Index (LL-PL)
LI	- Liquidity Index [(W-PL)/PI]

# CONTRACT



# Green Environmental Tech

## AIR QUALITY SAMPLING PROFESSIONAL REPORT

Prepared for:

Hepa Inc.  
4501 w Cortez St.  
Chicago, IL 60651

Regarding:

Lufkin Park Pool Bldg.  
1000 S. Ardmore  
Villa Park, IL.60181

Pool Building- Locker Area

Project Number: 11019  
April 25, 2019



April 26, 2019

Hepa, Inc.  
4501 W. Cortez  
Chicago, IL 60651  
Attn: Kurt Eynatten

RE: Lufkin Park Pool Bldg.  
1000 S. Ardmore.  
Villa Park, IL 60181  
Pool Building- Locker Area

Project # 11019

On April 25 2019 personnel from Green Environmental Technologies (GET), on behalf of Hepa, Inc., arrived at Lufkin Park Pool building located at 1000 S Ardmore., Villa Park, IL and met with project supervisor from HEPA. Project consisted of removal of ACM floor tile and mastic from locker area. GET personnel performed Asbestos Air Sampling services according to EPA and OSHA protocols after abatement. Method of removal used was splash guards, criticals and negative air. All debris was bagged out and disposed accordingly to rules/regulations.

GET personnel identified the areas of possible asbestos fiber release from the work area. Five (5) Clearance Air samples were collected from the work areas to verify if abatement procedures were successful and to determine the fiber concentration after abatement. In addition, two (2) field blanks were analyzed.

All air samples read fiber concentration less than 0.01 fibers/cm<sup>3</sup>; therefore the work areas are considered clean and the contractor notified (Please see attachment A for on-site clearance results).

Sincerely submitted by Green Environmental Technologies, Inc.

Carlos Chavez  
Inspector/Project Manager/Air Sampling Professional  
(IDPH # 100-04679)

P.O. Box 18352  
Chicago, IL 60618  
(773)853-3970 Office  
(312) 498-9111 Cell  
Sbianco1018@yahoo.com

# **CONTRACT**

## **Attachment A**

# CONTRACT

Green Environmental Technologies      P.O Box 18352      Chicago, IL 60618

Lab ID # 101182

PHONE (773) 853-3973

FAX (312) 498-9111

CLIENT: **HEPA Inc. Attn: Kurt Eynatten**  
**4501 W Cortez**  
**Chicago, IL 60651**  
 Re: **Lufkin Park Pool Building**  
**1000 S Ardmore**  
**Villa Park, IL 60181**



REPORT DATE: **4-26-19**  
 SAMPLING DATE: **4-25-19**  
 SAMPLED BY: **Carlos Chavez (100-04679)**  
 ANALYSIS BY: **Carlos Chavez (100-04679)**

GET # **11019**

SAMPLE NO.	SAMPLE LOCATION	START TIME	END TIME	FIBER COUNT	BLANK COUNT	FIELD	FIBER/ FIELD	AIR FLOW (L/MIN)	TIME (MIN)	VOLUME (L)	FIBER CONC. (F/CC)	DETECTION LIMIT (F/CC)
	During Pool Bldg- Locker Area											
1	CLR- Front of Bahrooms Main Room	7:30AM	9:30AM	13.0	0	100	0.13	12	120	1440	0.0044	0.0024
2	CLR--Near Double Doors Main Area	7:30AM	9:30AM	15.0	0	100	0.15	12	120	1440	0.0051	0.0024
3	CLR- Center of Corridor	7:30AM	9:30AM	10.0	0	100	0.10	12	120	1440	0.0034	0.0024
4	CLR- Inside Storage Area	7:30AM	9:30AM	9.0	0	100	0.09	12	120	1440	0.0031	0.0024
5	CLR- Center of Hot Water Tank Room	7:30AM	9:30AM	12.0	0	100	0.12	12	120	1440	0.0041	0.0024
6	FB - Field Blank			0.0	0	0	0.00	0	0	0	0.0000	0.0000
7	FB - Field Blank			0.0	0	0	0.00	0	0	0	0.0000	0.0000

COEFFICIENT OF VARIATION EPA CLEAN AIR=0.01F/cc

OSHA PEL=0.1F/cc

Samples were analyzed at 400X by Phased Contrast Microscopy Illumination in accordance with NIOSH Method 7400, "A" rule "Fibers", Revision #3, May 15, 1989.

Sincerely Submitted,

Green Environmental Technologies Inc.

\_\_\_\_\_  
 Carlos Chavez , /ASP Technician

# CONTRACT



**Anderson Environmental Consulting, Inc.**

December 26, 2017

Greg Gola  
Director of Parks and Recreation  
338 N. Iowa Ave  
Villa Park, IL 60181

**Asbestos Survey Report  
Lufkin Swimming Pool  
1000 South Ardmore Avenue  
Villa Park, IL**

Dear Greg:

This report covers the results of the asbestos sampling and analysis that Anderson Environmental Consulting, Inc. (AEC) performed at the Lufkin Swimming Pool located at 1000 South Ardmore Avenue in Villa Park, Illinois. This work was conducted to assist the Village of Villa Park in conducting their work in preparing building for demolition and to comply with federal, state and local asbestos laws.

Enclosed is a summary of the sample locations and results. The Environmental Protection Agency considers anything over 1% to be asbestos containing. A copy of the laboratory analytical results is also included for review. The 9x9 floor tile and mastic in the pool lobby closet and the mastic of the 12x12 floor tile in the pool house lobby tested positive for asbestos containing material. Please see the attached table for materials and sample locations.

The U.S. EPA defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

Vinyl floor tiles may contain thin fibers <0.25  $\mu\text{m}$  in diameter that is below the resolution of the polarized light microscope (PLM). The U.S.E.P.A. recommends that vinyl floor tiles analyzed by PLM in which asbestos is not detected or detected in quantities less than or equal to 1% be verified by transmission electron microscopy (TEM) Fed. Reg. Vol.59, No. 146, 8/1/94, p.38970-3897.

AEC inspected and sampled materials, which were observable and accessible to the survey team. Any suspect ACM that have not been tested and/or found positive for asbestos, if any, must be assumed ACM until and unless they are tested.

Should you have any questions, comments or concerns regarding this report please contact me at (630) 725-0400 or [sanderson@anderson-env.com](mailto:sanderson@anderson-env.com).

Sincerely yours,  
**ANDERSON ENVIRONMENTAL CONSULTING, INC.**

Steven C. Anderson, CSP  
IDPH Asbestos License # 100-11123

5120 BELMONT ROAD, STE. G  
DOWNERS GROVE, IL 60515

630-725-0400  
FAX 630-725-0401

[www.anderson-env.com](http://www.anderson-env.com)

# CONTRACT

Table 1. Asbestos Results  
1000 South Ardmore Avenue  
Villa Park, Illinois

SAMPLE NUMBER	MATERIAL	FRIABILITY	ACCESSIBILITY	% ASBESTOS
FT1	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby	No	High	Not Detected
FT2	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby	No	High	Not Detected
FT3	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby	No	High	Not Detected
FT1 Leveler	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby - Leveler	No	High	Not Detected
FT2 Leveler	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby - Leveler	No	High	Not Detected
FT3 Leveler	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby - Leveler	No	High	Not Detected
<b>FT1M</b>	<b>Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby - Black Mastic</b>	<b>No</b>	<b>High</b>	<b>Chrysotile 1-5%</b>
FT2M	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby - Black Mastic	No	High	Not Analyzed
FT3M	Gray, White and Black Specked - Floor Tile - 12x12 - Pool House Lobby - Black Mastic	No	High	Not Analyzed
<b>FT4</b>	<b>Brown with Off-White Streaks - Floor Tile - 9x9 - Pool House Closet</b>	<b>No</b>	<b>High</b>	<b>Chrysotile 1-5%</b>
FT5	Brown with Off-White Streaks - Floor Tile - 9x9 - Pool House Closet	No	High	Not Analyzed
FT6	Brown with Off-White Streaks - Floor Tile - 9x9 - Pool House Closet	No	High	Not Analyzed
<b>FT4M</b>	<b>Brown with Off-White Streaks - Floor Tile - 9x9 - Pool House Closet - Black Mastic</b>	<b>No</b>	<b>High</b>	<b>Chrysotile 1-5%</b>
FT5M	Brown with Off-White Streaks - Floor Tile - 9x9 - Pool House Closet - Black Mastic	No	High	Not Analyzed
FT6M	Brown with Off-White Streaks - Floor Tile - 9x9 - Pool House Closet - Black Mastic	No	High	Not Analyzed
P1	White - Ceiling Skim Coat - Pool House - Lobby	No	High	Not Detected
P2	White - Ceiling Skim Coat - Pool House - Lobby	No	High	Not Detected
P3	White - Ceiling Skim Coat - Pool House - Lobby	No	High	Not Detected
G1	Tan - Baseboard - Pool House- Lobby	No	High	Not Detected
G2	Tan - Baseboard - Pool House- Lobby	No	High	Not Detected
G3	Tan - Baseboard - Pool House- Lobby	No	High	Not Detected
G1M	Tan - Glue - Baseboard - Pool House- Lobby	No	High	Not Detected
G2M	Tan - Glue - Baseboard - Pool House- Lobby	No	High	Not Detected
G3M	Tan - Glue - Baseboard - Pool House- Lobby	No	High	Not Detected
IN1	Yellow Insulation - Pool Shed	No	High	Not Detected
IN2	Yellow Insulation - Pool Shed	No	High	Not Detected
IN3	Yellow Insulation - Pool Shed	No	High	Not Detected
IN4	Pink Insulation - Pool Shed	No	High	Not Detected
IN5	Pink Insulation - Pool Shed	No	High	Not Detected
IN6	Pink Insulation - Pool Shed	No	High	Not Detected
DW1	White - Drywall and Joint Compound - Pool Shed	No	High	Not Detected
DW2	White - Drywall and Joint Compound - Pool Shed	No	High	Not Detected
DW3	White - Drywall and Joint Compound - Pool Shed	No	High	Not Detected

# CONTRACT

Table 1. Asbestos Results  
1000 South Ardmore Avenue  
Villa Park, Illinois

<b>SAMPLE NUMBER</b>	<b>MATERIAL</b>	<b>FRIABILITY</b>	<b>ACCESSIBILITY</b>	<b>% ASBESTOS</b>
PA1	Black - Wall Paper - Pool Shed	No	High	Not Detected
PA2	Black - Wall Paper - Pool Shed	No	High	Not Detected
PA3	Black - Wall Paper - Pool Shed	No	High	Not Detected
R1	Black - Roofing Shingle - Pool Shed	No	High	Not Detected
R2	Black - Roofing Shingle - Pool Shed	No	High	Not Detected
R3	Black - Roofing Shingle - Pool Shed	No	High	Not Detected
R4	Red - Roofing Shingle - Pool Shed	No	High	Not Detected
R5	Red - Roofing Shingle - Pool Shed	No	High	Not Detected
R6	Red - Roofing Shingle - Pool Shed	No	High	Not Detected

CAT I non-friable ACM are asbestos-containing resilient floor coverings (vinyl asbestos tile (VAT), asphalt roofing products, packing and gaskets. All other non-friable ACM are considered CAT II non-friable ACM. (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

# **CONTRACT**

## **LABORATORY RESULTS**

**ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY**

Method: EPA/600/R-93/116

Anderson Environmental Consulting, Inc.  
5120 Belmont Road, Suite G  
Downers Grove, IL 60515  
Phone: (630) 725-0400  
Fax: (630) 725-0401Reference: VPP Date Received: 12/13/2017  
Location: VPP Date Analyzed: 12/19/2017  
Batch No.: 333598 Date Reported: 12/19/2017  
Customer No.: 2164 Turn Around Time: 5 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
333598001	FT1	ND	Binder 99-100%
333598002	FT2	ND	Binder 99-100%
333598003	FT3	ND	Binder 99-100%
333598004	FT1 Leveler	ND	Binder 99-100%
333598005	FT2 Leveler	ND	Binder 99-100%
333598006	FT3 Leveler	ND	Binder 99-100%
333598007	FT1M	Chrysotile 1-5%	Binder 95-99%
333598008	FT2M	NA	
333598009	FT3M	NA	
333598010	FT4	Chrysotile 5-10%	Binder 90-95%
333598011	FT5	NA	
333598012	FT6	NA	
333598013	FT4M	Chrysotile 1-5%	Binder 95-99%
333598014	FT5M	NA	
333598015	FT6M	NA	
333598016	P1	ND	Binder 90-95% Other 5-10%

ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request

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Analyzed by Name :

Henry Robotka / Microscopist

Date: 12/19/2017

**ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY**

Method: EPA/600/R-93/116

Anderson Environmental Consulting, Inc.  
 5120 Belmont Road, Suite G  
 Downers Grove, IL 60515  
 Phone: (630) 725-0400  
 Fax: (630) 725-0401

Reference: VPP  
 Location: VPP  
 Batch No.: 333598  
 Customer No.: 2164

Date Received: 12/13/2017  
 Date Analyzed: 12/19/2017  
 Date Reported: 12/19/2017  
 Turn Around Time: 5 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
333598017	P2	ND	Binder 90-95% Other 5-10%
333598018	P3	ND	Binder 90-95% Other 5-10%
333598019	G1	ND	Binder 99-100%
333598020	G2	ND	Binder 99-100%
333598021	G3	ND	Binder 99-100%
333598022	G1M	ND	Binder 99-100%
333598023	G2M	ND	Binder 99-100%
333598024	G2M	ND	Binder 99-100%
333598025	IN1	ND	Glass 99-100%
333598026	IN2	ND	Glass 99-100%
333598027	IN3	ND	Glass 99-100%
333598028	IN4	ND	Glass 99-100%
333598029	IN5	ND	Glass 99-100%
333598030	IN6	ND	Glass 99-100%
333598031	DW1	ND	Cellulose 5-10% Binder 90-95%

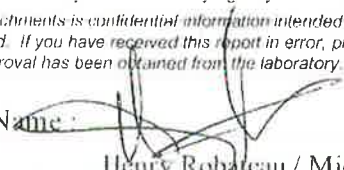
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Analyzed by Name:



Henry Robateau / Microscopist

**ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY**

Method: EPA/600/R-93/116

Anderson Environmental Consulting, Inc.  
5120 Belmont Road, Suite G  
Downers Grove, IL 60515  
Phone: (630) 725-0400  
Fax: (630) 725-0401

Reference: VPP Date Received: 12/13/2017  
Location: VPP Date Analyzed: 12/19/2017  
Batch No.: 333598 Date Reported: 12/19/2017  
Customer No.: 2164 Turn Around Time: 5 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
333598032	DW2	ND	Cellulose 5-10% Binder 90-95%
333598033	DW3	ND	Cellulose 5-10% Binder 90-95%
333598034	PA1	ND	Binder 99-100%
333598035	PA2	ND	Binder 99-100%
333598036	PA3	ND	Binder 99-100%
333598037	R1	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
333598038	R2	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
333598039	R3	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
333598040	R4	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%

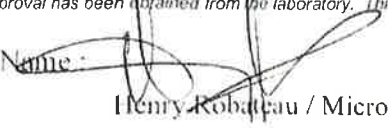
ND = Asbestos Not Detected (Not Present) NA = Not Analyzed NS = Not Submitted

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Analyzed by Name:



Henry Robateau / Microscopist

Date: 12/19/2017



Analysis Corporation

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

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

# CONTRACT



NVLAP Lab Code 101202-0

## ASBESTOS ANALYSIS BY POLARIZED LIGHT MICROSCOPY

Method: EPA/600/R-93/116

Anderson Environmental Consulting, Inc.  
5120 Belmont Road, Suite G  
Downers Grove, IL 60515  
Phone: (630) 725-0400  
Fax: (630) 725-0401

Reference: VPP  
Location: VPP  
Batch No.: 333598  
Customer No.: 2164

Date Received: 12/13/2017  
Date Analyzed: 12/19/2017  
Date Reported: 12/19/2017  
Turn Around Time: 5 Days

Laboratory Sample	Customer Sample Number	Asbestos Components (%)	Non-Asbestos Components (%)
333598041	R5	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%
333598042	R6	ND	Cellulose 5-10% Binder 80-85% Glass 5-10%

ND = Asbestos Not Detected (Not Present)    NA = Not Analyzed    NS = Not Submitted

Components of inhomogeneous samples are analyzed per our Standard Operating Procedure, or per customer request

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Analyzed by Name:

Henry Robitseau / Microscopist

# CONTRACT

**STAT Analysis Corporation**  
 2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386  
 e-mail address: STATinfo@STATAnalysis.com

**CHAIN OF CUSTODY RECORD** Page: 1 of 3

Client: Anderson Environmental Consulting, Inc.	Turn Around: Immediate: <input type="checkbox"/> 4 Hrs: <input type="checkbox"/> 8 Hrs: <input type="checkbox"/> 24 Hrs: <input type="checkbox"/> 1 Day: <input type="checkbox"/> 2 Days: <input type="checkbox"/> 3 Days: <input type="checkbox"/> 5 Days: <input checked="" type="checkbox"/>
Street Address: 5120 Belmont Road, Suite G	Date Due: _____ Time Due: _____ Note: Not all turn around times are available for all analysis.
City, State, Zip: Downers Grove, IL 60515	<b>OFFICE USE ONLY BELOW:</b>
Phone: 630-725-0400	
Fax: 630-725-0401	Batch No.: <b>333598</b>
e-mail/Alt. Fax: sanderson@anderson-env.com	Samples Acceptable: Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
Project Number: VPP	Checked by (Initial/Date): <i>[Signature]</i> 12/19/17
Project Name: VPP	QC by (Initial/Date): <i>[Signature]</i> 12/19/17
Project Location: VPP	Reported By (Initial/Date/Time/Method): _____
Project Manager: Steve Anderson	Comments: _____
P.O. Number: _____	Relinquished by: <i>[Signature]</i> Date/Time: 12/13/17 12:00
	Received by: <i>[Signature]</i> Date/Time: 12/13/17 12:50
	Relinquished by: <i>[Signature]</i> Date/Time: 12/13/17 15:59
	Received by: <i>[Signature]</i> Date/Time: 12/13/17 15:59

Client Sample Number/Description	Date Taken	Time		Rate (lpm)	Volume (Liters)	Area Wiped (ft <sup>2</sup> )	Laboratory Sample No.	PCM Asbestos	PLM Asbestos (Bulk)	PLM Point Count	PLM Gravimetric	TEM Air Asbestos	TEM Bulk Asbestos	TEM Gravimetric Ash	TEM Microvac Ash	TEM Water	Other:	
		On	Off															
H1 FT1	12/12/17								X									
H1 FT2									X									
H1 FT3									X									
H2 FT4									X									
H2 FT5									X									
H2 FT6									X									
H3 P1									X									
H3 P2									X									
H3 P3									X									
H4 G1									X									
H4 G2									X									
H4 G3									X									

Comments: Please also email results to ksachs@anderson-env.com. Analyze all layers. Stop at first positive for each homogenous layer. Composite Drywall Samples Dwt, Dw29 Dw3

# CONTRACT

## STAT Analysis Corporation

2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386  
e-mail address: STATinfo@STATAnalysis.com

### CHAIN OF CUSTODY RECORD

Page: 2 of 3

Client: Anderson Environmental Consulting, Inc. Street Address: 5120 Belmont Road, Suite G City, State, Zip: Downers Grove, IL 60515 Phone: 630-725-0400 Fax: 630-725-0401 e-mail/Alt. Fax: sanderson@anderson-env.com	Turn Around: Immediate <input type="checkbox"/> 4 Hrs <input type="checkbox"/> 8 Hrs <input type="checkbox"/> 24 Hrs <input type="checkbox"/> 1 Day <input type="checkbox"/> 2 Days <input type="checkbox"/> 3 Days <input type="checkbox"/> 5 Days <input checked="" type="checkbox"/>	Date Due: _____ Time Due: _____ Note: Not all turn around times are available for all analysis.																																																																																																																																																																																																																																																								
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# CONTRACT

**STAT Analysis Corporation**  
 2242 W. Harrison, Suite 200, Chicago, Illinois 60612 Phone: (312) 733-0551 Fax: (312) 733-2386  
 e-mail address: STATinfo@STATAnalysis.com

**CHAIN OF CUSTODY RECORD** Page : 3 of 3

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# **CONTRACT**

# **LICENSING**

# CONTRACT



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Institute of Standards and Technology**  
Gaithersburg, Maryland 20899

May 19, 2017

Mark Nelson  
HI-TEK Environmental, Inc. dba STAT Analysis Corp  
STAT Analysis Corporation  
2242 W. Harrison Suite 200  
Chicago, IL 60612

NVLAP Lab Code: 101202-0

Dear Mark Nelson,

Thank you for continuing your accreditation for Asbestos Fiber Analysis under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until June 30, 2018, provided that your laboratory continues to comply with the accreditation requirements contained in the NVLAP Procedures.

Your updated accreditation documents are enclosed. You may reproduce these documents in their entirety and use the NVLAP symbol and/or term to reference your accredited status in accordance with the requirements published in NIST Handbook 150, 1.8. Accreditation does not relieve your laboratory from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Hazel Richmond, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; (301) 975-3024.

Sincerely,

A handwritten signature in blue ink that reads "Dana S. Leaman".

Dana S. Leaman, Chief  
National Voluntary Laboratory Accreditation Program



# CONTRACT

United States Department of Commerce  
National Institute of Standards and Technology



---

## Certificate of Accreditation to ISO/IEC 17025:2005

---

**NVLAP LAB CODE: 101202-0**

**STAT Analysis Corporation**  
Chicago, IL

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

**Asbestos Fiber Analysis**

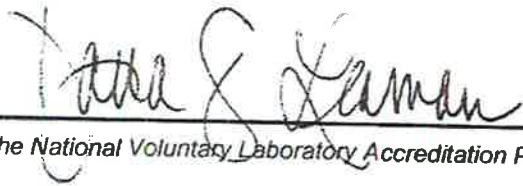
*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

---

2017-07-01 through 2018-06-30

Effective Dates



  
For the National Voluntary Laboratory Accreditation Program

# CONTRACT



## SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

### STAT Analysis Corporation

STAT Analysis Corporation  
2242 W. Harrison Suite 200  
Chicago, IL 60612  
Mark Nelson  
Phone: 312-733-0551  
Email: [mnelson@statanalysis.com](mailto:mnelson@statanalysis.com)  
<http://www.STATAnalysis.com>

### ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101202-0

#### Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- Appendix E to Subpart E of Part 763 -- Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

#### Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in black ink, appearing to read "Tara S. Laman".

For the National Voluntary Laboratory Accreditation Program

**CONTRACT**



**EARTHTECH, INC.** 435 SHADOW WOOD DRIVE, YORKVILLE, IL 60560

**Asbestos Building Inspector Refresher**

THIS CERTIFIES THAT  
**Steve Anderson**

Has successfully completed the IL Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II of the Toxic Substances Control Act (TSCA).  
Conducted at Amerisafe 3990 Enterprise Court, Aurora, IL 60554 630-862-2604

CLASS DATES: 9/22/2017

EXAMINATION: 9/22/2017

LOCATION: Amerisafe

EXPIRATION: 9/22/2018

A handwritten signature in black ink, appearing to read 'Steve Anderson', located below the location information.

CERTIFICATE NUMBER: 108691X17S103694

# CONTRACT



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

**STEVEN C ANDERSON**  
5120 Belmont Rd., Suite G  
Downers Grove, IL 60515

3/22/2017



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11123

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

## COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

		<b>ASBESTOS PROFESSIONAL LICENSE</b>		<b>ENDORSEMENTS</b>	<b>TC EXPIRES</b>
<b>ID NUMBER</b>	<b>ISSUED</b>	<b>EXPIRES</b>		INSPECTOR	9/23/2017
100 - 11123	3/22/2017	05/15/2018			
<b>STEVEN C ANDERSON</b> 5120 Belmont Rd., Suite G Downers Grove, IL 60515 Environmental Health			AIR SAMPLING PROFESSIONAL <b>Alteration of this license shall result in legal action</b> This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.		

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: [dph.illinois.gov/topics-services/environmental-health-protection/asbestos](http://dph.illinois.gov/topics-services/environmental-health-protection/asbestos)  
EMAIL Address: [dph.asbestos@illinois.gov](mailto:dph.asbestos@illinois.gov)

**PROTECTING HEALTH, IMPROVING LIVES**  
*Nationally Accredited by PHAB*

**CONTRACT**



601-505 West Jefferson Street • Springfield, IL 62778-1000 • www.idph.state.il.us

**SCOTT S ANDERSON**  
5120 BELMONT ROAD, SUITE G  
DOWNERS GROVE, IL 60515

3/22/2017

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**COPY OF THE ASBESTOS PROFESSIONAL LICENSE**

Front of License

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<p>ID NUMBER</p> <p>100 - 19533</p>	<p>ISSUED</p> <p>3/22/2017</p>	<p>EXPIRES</p> <p>05/15/2018</p>		
<p><b>SCOTT S ANDERSON</b> 5120 BELMONT ROAD, SUITE G DOWNERS GROVE, IL 60515 Environmental Health</p>			<p><b>Alteration of this license shall result in legal action</b> This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>	

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: [dph.illinois.gov/topics-services/environmental-health-protection/asbestos](http://dph.illinois.gov/topics-services/environmental-health-protection/asbestos)  
EMAIL Address: [dph.asbestos@illinois.gov](mailto:dph.asbestos@illinois.gov)

**CONTRACT**



**EARTHTECH, INC.** 435 SHADOW WOOD DRIVE, YORKVILLE, IL 60560

**Asbestos Building Inspector Refresher**

**THIS CERTIFIES THAT  
Scott Anderson**

Has successfully completed the IL Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II of the Toxic Substances Control Act (TSCA).  
Conducted at Amerisafe 3990 Enterprise Court, Aurora, IL 60554 630-862-2604

CLASS DATES: 9/22/2017

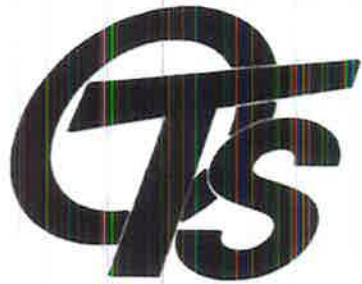
EXAMINATION: 9/22/2017

LOCATION: Amerisafe

EXPIRATION: 9/22/2018

A handwritten signature in black ink, appearing to read "R. H. Smith", located below the location information.

CERTIFICATE NUMBER: 108692X17S103693



# **OCCUPATIONAL TRAINING & SUPPLY, INC.**

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900 ♦ [www.otssafety.com](http://www.otssafety.com)

## **Asbestos Building Inspector Refresher**

Occupational Training & Supply, Inc. certifies that

**Kara Sachs**

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

Course Date: 9/18/2017

Exam Date: 9/18/2017

Expiration Date: 9/18/2018

Certificate Number: BIR1709182166

Kathy DeSalvo, Director

# CONTRACT



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

**KARA A SACHS**  
5120 Belmont Road, Suite G  
Downer's Grove, IL 60515

3/22/2017



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19429

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

## COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

	<b>ASBESTOS PROFESSIONAL LICENSE</b>	<b>ENDORSEMENTS</b>	<b>TC EXPIRES</b>
ID NUMBER 100 - 19429	ISSUED 3/22/2017	INSPECTOR	9/9/2017
EXPIRES 05/15/2018		<b>Alteration of this license shall result in legal action</b> This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.	
<b>KARA A SACHS</b> 5120 Belmont Road, Suite G Downer's Grove, IL 60515 Environmental Health			

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

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