PUBLIC SERVICES CENTER UST REMOVAL

RECITALS

WHEREAS, the Village has solicited bids for the Work (defined below), Contractor has submitted a bid for the Work and Village has selected Contractor for the Work based on their bid; and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the "Work") which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Summary of the Work and Plan Set

Contract Exhibit B – Schedule of Prices

Contract Exhibit C - Performance and Payment Bond

Contract Exhibit D – Partial Lien Waiver

Contract Exhibit E - Final Lien Waiver

Contract Exhibit F - Special Instructions to Bidders

Contract Exhibit G - Project Specifications

Contract Exhibit H – Environmental Investigation Report

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B** (the "Schedule of Prices") Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract.

ARTICLE IV - APPLICATION FOR PAYMENT

The Contractor shall be paid at most once a month and only after providing the Village the following:

- 1. An executed and notarized Contractor's Sworn Statement in a form similar to AIA G702 or AIA G703;
- 2. Either a partial or final lien waiver from every subcontractor, sub-subcontractor, or materialman in substantially the same form as attached here as **Contract Exhibit D** and **Contract Exhibit E**;
- 3. Sworn statement as required in **ARTICLE XXV** Item **F** of this Contract complying with the Prevailing Wage Act; and

All payments under this Contract must be approved by the Village's Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V - CONTRACT TIME

Term. At substantial completion, the Contractor shall provide the Director of Public Works or their authorized representative written notice. The Contractor will have fourteen (14) calendar days to correct any deficiencies following the scheduled final inspection and punch list submittal by the Director of Public Works. The Contractor shall fully, and not substantially, complete all the Work and the Work shall be accepted by the Director of Public Works, provided that acceptance by the Director of Public Works shall not be unreasonably delayed, on or before Friday July 22, 2022.

If the Contractor shall fail to complete the work within the Contract Time which shall include any proper extension granted by the Village, the Contractor shall pay to the Village an amount equal to Five Hundred dollars (\$500) per calendar day for each day past the Contract Time until final acceptance by the Village, as liquidated damages and not as a penalty.

Termination of Contract. The Contract may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under the Contract through no fault of the terminating party; or the Village may terminate the Contract, in whole or in part, for its convenience. However, no such termination may be affected unless the terminating party gives the other party: (1) not less than thirty (30) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the "**Performance and Payment Bond**") prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX - CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, 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.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13

- Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
- 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.
- 4. Owners and Contractors Protective Liability (OCP) policy with the Village of Buffalo Grove as insured.
- 5. Builder Risk Property Coverage with Village as loss payee

6. 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.

B. Minimum Limits of Insurance: Contractor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. 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 specific aggregate of \$1,000,000.
- 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- 4. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 5. 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.
- 6. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

- 1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of 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 Village, its officials, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its
 officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, 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 Village, its officials, agents, employees 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 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 Village, 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 the Village. 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

E. All Coverages:

- 1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2. Each insurance policy required shall have the Village 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.

F. 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.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

The Certificate of Insurance shall state the Village of Buffalo Grove has been endorsed as an "additional insured" by the Vendor's insurance carrier. Specifically, this Certificate must include the following language: "The Village of Buffalo Grove, and it's respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the agreement term."

H. 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.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, 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 the Contract.

ARTICLE X - CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance's website.

ARTICLE XI - COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor's consultants in connection with the Work (collectively, the "Documents") or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII - NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a "Notice") shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE:	Village of Buffalo Grove 50 Raupp Blvd Buffalo Grove, IL 60089 mskibbe@vbg.org ATTN: Director of Public Work			
WITH COPIES TO:	Cc: pbrankin@schainbanks.com Cc:tcwisniewski@vbg.org			
IF TO THE CONTRACTOR:				
	ATTN:			

ARTICLE XIII - CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – CONSTRUCTION WORK PERIODS

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays and 8:00 AM to 6:00 PM on Saturdays. No work shall be done on Sundays or legal holiday periods as defined in article 107.09 of the Standard Specifications.

Any work outside the allowed time periods in accordance with the Village Ordinance, including but not limited to, material deliveries, mobilization of equipment, warming up machinery, or truck staging, a penalty of \$1,000 per occurrence may be imposed.

ARTICLE XV - SEQUENCE OF THE WORK

The Director of Public Works shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI - SUPERVISION

The Director of Public Works shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Public Works. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII - STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Public Works, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII - CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work's site(s) in the best possible condition to the complete satisfaction of the Director of Public Works. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Public Works or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Public Works or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Public Works or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

<u>ARTICLE XIX – CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) MATERIAL</u> DISPOSAL

Work under this item shall be performed in compliance with the Illinois Environmental Protection Agency (IEPA) guidelines in effect at the time of construction.

The Contractor will be required to make all arrangements for coordination and submission of the necessary documents with their chosen CCDD or other suitable disposal facility. Written confirmation of preliminary approval must be provided from the disposal facility and confirmed by the Owner as acceptable.

All surplus, clean material generated from the Contractor's activities must be disposed of at an IEPA permitted CCDD or otherwise acceptable facility. The Contractor is responsible for providing documentation to the Village for each load hauled off-site showing the quantity of material and the location the material was disposed of.

Disposal of clean material not in compliance with these requirements will constitute breach of contract. If the Contractor fails to provide adequate documentation supporting the legal disposal of clean material according to this special provision, the Contractor shall be fined \$1,000 per load of material and will assume all liability associated with material disposed of not in compliance with this special provision.

No extra compensation will be allowed to the Contractor for any expenses incurred complying with these requirements including but not limited to: delays, inconvenience, or interruptions in the work resulting from compliance with these requirements. All costs associated with material disposal shall be included into the appropriate unit bid prices for the work.

ARTICLE XX - WARRANTY PERIOD

All material and workmanship shall be warranted and guaranteed according to manufacturer's recommendation after inspection and approval by the Director of Public Works or his designated representative. All work performed by the Contractor shall be warranted by the Contractor following completion and final acceptance of the Work for a period of twelve (12) months from the date of final, and not substantial, completion.

ARTICLE XXI - ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Public Works by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXII - NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Public Works or his authorized representative.

ARTICLE XXIII - DEFAULT

- The following shall constitute a default an "Event of Default" by the Contractor under this Contract:
- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics', materialmens' or suppliers' lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) terminating the Contract; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIV - DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXV - COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

- A. NO DISCRIMINATION The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.
- B. FREEDOM OF INFORMATION The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of FOIA or the Contractor's failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.
- C. ILLINOIS WORKERS ON PUBLIC WORKS ACT To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.
- D. NOT A BLOCKED PERSON The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

- E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.
- F. PREVAILING WAGE ACT The Village is an Illinois unit of local government and the Work hereunder is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq.

Pursuant to PA 100-1177 the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (820 ILCS/130/1). All contractors and subcontractors completing work for the Village of Buffalo Grove pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal.

Consequently, the Contractor and each subcontractor shall submit with their application for payment(s) the email certification received from their IDOL Payroll Portal submittal with each of their pay requests. Any delay in processing the payments due to a lack of aforementioned email certification shall not be an event of default by the Village and shall not excuse any delay by the Contractor who shall proceed with the Work as if no delay in payment has occurred. The Contractor and Village shall agree to take any further steps not outlined above to ensure compliance with the Prevailing Wage Act. Upon two business days' Notice, the Contractor and each subcontractor shall make available to the Village their records to confirm compliance with the Prevailing Wage Act. Finally, to ensure compliance with Prevailing Wage Act, the Contractor and each subcontractor shall keep for a period of not less than 5 years after the Work has been completed records of all laborers, mechanics, and other workers employed by them for the Work; the records shall include each worker's name, address, telephone number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, the starting and ending times of work each day and, when available, last four digits of the social security number

Current rates can be located on the Illinois Department of Labor website. https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx

ARTICLE XXVI - NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVII - CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVIII- MISCELLANEOUS

- A. AMENDMENT This Contract may be amended only in writing executed by both Parties.
- **B.** NO RECORDING This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.

- C. SECTION HEADINGS The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- **D. NO THIRD-PARTY BENEFICIARIES** This Contract does not confer any rights or benefits on any third party.
- **E. BINDING EFFECT** This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- **F. ENTIRE AGREEMENT** This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- **G. SEVERABILITY** If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- **H. TORT IMMUNITY DEFENSES -** Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq*.
- I. CALENDAR DAYS AND TIME. Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- J. **COUNTERPARTS** This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,	Company	
an Illinois home-rule unit of government	[An Illinoiscor	npany]
Ву:	By Llou C. Kr	=
Name: Dane Bragg	Name: LISA CIV	Sl
Title: Village Manager	Title: MCL Wrosid	PNA

CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Old Republic Surety Company (the "Surety"), are held and firmly bound unto the Village of Buffalo Grove, an Illinois home-rule unit of government (the "Village"), the full and just sum of Sixty Six Dollars and 00/100

Dollars (\$119,466.00) in lawful money of the UNITED STATES OF AMERICA as herein provided.

_(the "Principal") and

KNOW ALL MEN BY THESE PRESENTS, That RW Collins Company

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

Bond Number: <u>5955150</u>

THE CONDITION OF THIS OBLIGATION is such that the I successors, assigns, executors, heirs and administrators, jointly a of the Work as defined in that particular Public Services Center Under the Village dated 16th day of May , 2022, (hereinafter attached and incorporated by reference as though fully set forth I NOW THE CONDITIONS OF THIS OBLIGATION ARE respects keep and perform all the undertakings, covenants, term shall pay all sums of money due or to become due, for any I furnished for the Work provided in said Contract; and (iii) shall materials which may be apparent or may develop within the A Contract, then this obligation shall be null and void; otherwise it	and severally, for the full and faithful performance or income strategies and severally for the full and faithful performance or income strategies and referred to as the "Contract"), a copy of which is the series. C SUCH that if the said Principal (i) shall in all as, conditions and agreements of the Contract; (ii) abor, materials, apparatus, fixtures or equipment fremove and replace any defects in workmanship or ARTICLE XIX – WARRANTY PERIOD of the
And the said Surety, for value received, hereby stipulates and a or addition to the terms of the Contract or the Work thereunder and it does hereby waive notice of any such change, extension Contract or to the Work.	shall in any way affect its obligation on this Bond, of time, alteration or addition to the terms of the
SURETY Old Republic Surety Company By: Kristen Schmidt Title: Attorney-in-Fact By: Dave Roth	PRINCIPAL RW Collins Company By: LISA KYUSE Title: MCL PYRMORATE By: Stephen Collins

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work islocated.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

Execution Date: May 24, 2022

ALL WRITTEN INSTRUMENTS

Principal: RW Collins Company
Obligee: Village of Buffalo Grove

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this <u>21st</u> day of <u>July</u>, <u>2021</u>.

	THE SURE	OLD REPUBLIC SURETY COMPANY
Kaun & Haffur	SEAL SEAL	Alex Mice
STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS	Samman and All	. 183.8811
On this 21st day of July and Karen J Haffner	, 2021 , personally came before me	e, Alan Pavlic I officers of the OLD REPUBLIC SURETY COMPANY
who executed the above instrument, and they each acknowledge they are the said officers of the corporation aforesaid, and that the and their signatures as such officers were duly affixed and subscri	ed the execution of the same, and being be seal affixed to the above instrument is the	by me duly sworn, did severally depose and say: that e seal of the corporation, and that said corporate seal
		-



Kolhryn R. Pearson

My Commission Expires:

September 28, 2022

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 24th day of May, 2022

EXHIBIT A - PUBLIC CONTRACT STATEMENT

This Public Contract Statement (the "Contract Statement") has been executed by the below supplier, contractor or vendor (collectively the "Contractor") in order for the Village of Buffalo Grove to obtain certain information necessary prior to awarding a public contract. The Contract Statement shall be executed and notarized and submitted as part of the Bid Proposal.

CERTIFICATION OF CONTRACTOR/BIDDER

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The Contractor certifies that it is not barred from bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bidding.

CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Complied Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The Contractor does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting such tax in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The Contractor represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of their Bid Proposal that none of the following Village officials is either an officer or director of Contractor nor owns five percent (5%) or more of the Contractor: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his/her Assistant, or the heads of the various departments within the Village.

misting Assistant, of the fleats of the training departments
If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of yo business entity or owns five percent (5%) or more thereof:
IN WITNESS WHEREOF, the below Contractor has signed and sealed this Contract Statement as of this 5th day of 2022.
Print Name of Contractor
Signature Signature
Print Title
Given under my hand and official seal, this 5 day of May, 2022.
Hiba C. KA-Notary Public

LISA C KRUSE Official Seal Notary Public - State of Illinois My Commission Expires Sep 10, 2022

EXHIBIT B - SCHEDULE OF PRICES

Name of Bidder: _R	W Collins Compa	ny		
Address of Bidder:	7225 W. 66th St	reet		
City Chicago		State IL	Zip60638	_Telephone <u>708-458-6868</u>
Email Address: _jos	h@rwcollins.com		7	
obligations set forth in informed itself of all where applicable, the	n the Invitation to the conditions un structural integri	Bid. In particu der which the V ty of the building	lar, the Bidder dec Vork is to be perfong, the conditions	s to abide by the terms, conditions an clares, represents and warrants that it has been including, but not limited to, an of the ground, building codes. Biddere of the afore-mentioned conditions.
Bidder further declare form as set forth in th submitting with this S	e Bid and Contra	ct Documents.	However, Bidder	will enter into the Contract in the sam may request changes to the Contract b ontract.
required by the Contr days after the date of abandoned this Bid, a	act, and (iii) proventhe award of the nd thereupon this dishall be forfeite	ride all insurance Contract then the Bid and the ac	e required under t e Village, at its op ceptance thereof s	said, (ii) provide the Performance Bon he Contract within fifteen (15) calenda ption, may determine that the bidder ha shall be null and void, and such securit Village of Buffalo Grove not as penalty
BID SECURITY				
Accompanying this Bid	is a Bid Bond			in the amount of
Five thousand, nine hun	dred seventy three	dollars and 00/100	Dollars (\$ 5,973	3.00).
Notes:				
(a) Insert the words "I	Bank Draft", "Cas	hier's Check", "(Certified Check" or	r "Bid Bond", as the case may be.
(b) Amount must be ed A. Base Bid Tota				
B. Unit Prices:	Described in	ne genedate (or various <u></u>	
 Unit Pric Unit Pric Unit Pric 	e #2: \$44.00		eubic yard per cubic yard per cubic yard	

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SCHEDULE OF VALUES

Scope	Base Price
Owner's Allowance	\$3,000.00
Demolition (for work not performed by	
Owner)	\$10,000.00
Excavation	\$10,000.00
Asphalt demolition	\$10,000.00
Tank removal	\$40,000.00
Back-fill	\$15,466.00
New Asphalt and Concrete	\$8,000.00
General Conditions	\$5,000.00
Overhead and Profit	\$15,000.00
Insurance	\$1,000.00
Bonds	\$2,000.00
DOILUS	
A. BASE BID TOTAL	\$119,466.00

EXHIBIT B - SCHEDULE OF PRICES (cont.)

SUBCONTRACTOR LISTING

Bidder, to employ the following listed subcontractors for the following enumerated classes of work and is not to alter or add to such list without the written consent of the Village.

	SUBCONTRACTOR		CLASS OF WORK			
1.	HazChem Environmental	Vacuu	ım pumper truck/liquid disposal			
2.	Eno	Soil h	Soil hauler			
3.	Murphy Construction	Pave	Pavement restoration/aspahlt			
4.						
	<u>ACKNOWLEDGEN</u>	MENT O	F ADDENDA			
	Acknowledgement of receipt of Addenda(s) Addend	dum #1	(list each addendum number)			
	Attach each signed addendum, if any, to the bid packet as part of your submittal.					
	CONTRACTOR SIGNATURE and CONTACT INFORMATION					
	May 4,2022 Date	_ Phone	708-458-6868			
	R.W. Collins Co.		LKruse@rwcolling.com			
	Legal Entity (Sign here)	-	E-mail			
	LISA KYUSE (Print Name)	-				

EXHIBIT C - CONTRACTOR REFERENCE LIST

Contact Name:		
George Peluso		
Municipality/Business: Village of Hinsdale		
Dates Employed:May, 2020 Removal of 10K and 4K USTs	_ to	
Phone Number or E-mail address: (630) 789-7041 / gpeluso@villageofhinsdale.org		
Contact Name: Tom Doherty/PTE		
Municipality/Business: Village of Midlothian		
Dates Employed: November 2021 Removal of 2-2,500-gallon Aboveground Storage Tanks	_to	
Phone Number or E-mail address: 708-426-0400		
Contact Name: Josh Brniak		
Municipality/Business: Village of Stickney	_	
Dates Employed: November 2021 Removal of underground storage tank	_ to	
Phone Number or E-mail address:		
jbrniak@villageofstickney.com		
Contact Name: Michael Ramsey		
Municipality/Business: Village of Westmont	_	
Dates Employed:May 2021 Removal of 3- 2,000-gallon USTs	_ to	
Phone Number or E-mail address: (630) 829-4450		

Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RW Collins Company 7225 W. 66th Street Chicago, IL 60638

OWNER:

(Name, legal status and address)

Village of Buffalo Grove 51 Raupp Blvd. Buffalo Grove, IL 60087

SURFTY:

(Name, legal status and principal place of business) Old Republic Surety Company

P. O. Box 1635

Milwaukee, WI 53201-1635 **Malling Address for Notices**

Same as above

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

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

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

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

Public Services Center Underground Storage Tank Removal

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

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

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

Signed and scaled this

day of May, 2022.

RW Collins Company (Principal) (Seal) Old Republic Surety Company (Surety) (Seal) (Witness) Dave Roth (Title) Kristen Schmidt, Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows: Execution Date: May 5, 2022

ALL WRITTEN INSTRUMENTS

Principal: RW Collins Company Obligee: Village of Buffalo Grove

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPAI	NY has caused these presents to b	e signed by its proper officer, and its corporate seal to be
affixed this 21st day of July , 2021 .	40 to 10	
Kauuch Haffus Assistant Secreta State OF WISCONSIN, COUNTY OF WAUKESHA - SS	SEAL SEAL	OLD REPUBLIC SURETY COMPANY Mulic President
On this 21st day of July and Karen J Haffner who executed the above instrument, and they each acknowledged they are the said officers of the corporation aforesaid, and that the se and their signatures as such officers were duly affixed and subscribed	, to me known to be the individuals the execution of the same, and being all affixed to the above instrument is	s the seal of the corporation, and that said corporate seal
	AUBLIG My C	Kolluya K. Peosson Notary Public Commission Expires: September 28, 2022
CERTIFICATE	(Expiratio	of notary's commission does not invalidate this instrumen

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

	WHITE LE	C SUR	L' CHI
"HIN	STATE OF	ORPORA	8
Marin .	S	EA	
	O	7981	183
Barmana		S	- III

Signed and sealed at the City of Brookfield, WI this	5th	day of	May	2022
-		Karen	L Haffre	W

Buffalo Grove Bid-Contract Modifications

Page 32, ARTICLE XXV – COMPLIANCE WITH LAWS

Add: Any notice to adjacent property owner as required by law will be the responsibility of the Owner. Contractor shall not be considered the possessor of the land.

Page 42-Soil Removal

Add: Contractor shall not be considered the generator, owner or possessor of the waste.



7225 West 66th Street, Chicago, Illinois 60638

Village of Buffalo Grove UST Removal Assumptions/Clarifications

- ➤ Base Bid does not include local permitting fees. The Village of Buffalo Grove told RW Collins that no fees will be charged since the project is for the Village.
- Base Bid does not include private locates (Julie locates only).
- > Base Bid does not include unknown underground utility repair or support in work areas.
- ➤ Base Bid does not include any sheeting, shoring or earth retention of the excavation.
- ➤ Base Bid includes 900 tons of soil to be excavated, loaded, hauled and disposed of offsite to GFL Zion Landfill. Any soil over 900 tons will be invoiced per the Unit Price #1 provided.
- ➤ Base Bid includes importing and placement of 900 tons of crushed concrete stone backfill (675 tons of 3" and 225 tons of CA-6) Any stone or backfill imported to the site over 900 tons will be invoiced per the Unit Price #2 provided.
- ➤ Base Bid does not include any compaction testing or reporting (assumes the construction materials tester retained by the consultant will perform compaction testing).
- ➤ Base Bid includes asphalt restoration for 2" N50 binder.
- > Pricing does not include any soil or liquid sampling or reporting.
- > Base Bid does not include removal, hauling or disposal of "hidden structures".



CONTRACT EXHIBIT C- FORM OF PERFORMANCE AND PAYMENT BOND

Bond Number:	
KNOW ALL MEN BY THESE PRESENTS, That (the "Surety"), are held and firmly bo home-rule unit of government (the "Village"), the full and just s (\$) in lawful money of the UNITED STATES OF AME	(the "Principal") and und unto the Village of Buffalo Grove, an Illinois um ofDollars RICA as herein provided.
THE CONDITION OF THIS OBLIGATION is such that their successors, assigns, executors, heirs and administrators performance of the Work as defined in that particular Public Removal between Principal and the Village dated day of "Contract"), a copy of which is attached and incorporated by removal between Principal and the Village dated day of "Contract").	, jointly and severally, for the full and faithful c Services Center Underground Storage Tank , 20 , (hereinafter referred to as the
NOW THE CONDITIONS OF THIS OBLIGATION ARE respects keep and perform all the undertakings, covenants, term shall pay all sums of money due or to become due, for any furnished for the Work provided in said Contract; and (iii) shall materials which may be apparent or may develop within the Contract, then this obligation shall be null and void; otherwise it	as, conditions and agreements of the Contract; (ii) abor, materials, apparatus, fixtures or equipment remove and replace any defects in workmanship or ARTICLE XX – WARRANTY PERIOD of the
And the said Surety, for value received, hereby stipulates and a or addition to the terms of the Contract or the Work thereunder and it does hereby waive notice of any such change, extension Contract or to the Work.	shall in any way affect its obligation on this Bond,
IN WITNESS WHEREOF, we have hereunto set our hands an	d sea day of, 20 .
SURETY	PRINCIPAL
By: Name: Title:	By: Name: Title:
ATTEST	ATTEST
By:	By:

NOTE: Date of Bond must not be prior to date of Contract.

If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

CONTRACT EXHIBIT D- PARTIAL WAIVER

PARTIAL LIEN WAIVER

STATE OF ILLINOIS					
COUNTY OF					
TO WHOM IT MAY CONCERN:					
WHEREAS the undersigned has been employ	yed by				
to furnish					
for the premises known as of which					is the owner.
THE undersigned, for and in consideration of	f				D die Owner.
(\$					
) Dollars, and other good and valuable consist any and all lien or claim of, or right to, lien and on said above-described premises, and furnished, and on the moneys, funds or other material, fixtures, apparatus or machiner INCLUDING EXTRAS.* DATE	under the statutes of the improvements to considerations due or y, furnished to this	the State of Illinoi hereon, and on the to become due fro date by the und	s, relating to r e material, fi m the owner,	mechanics' liens, xtures, apparatu on account of all	, with respect to s or machinery l labor, services,
ADDRESS SIGNATURE AND TITLE					
*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CH.	ANGE ORDERS, BOTH ORA	AL AND WRITTEN, TO	THE CONTRACT	г	101
	CONTRACTOR'S	AFFIDAVIT			
STATE OF ILLINOIS					
COUNTY OF					
TO WHOM IT MAY CONCERN: THE UNDERSIGNED, (NAME) _ AND SAYS THAT HE OR SHE IS (POSITI (COMPANY NAME) _ CONTRACTOR FURNISHING _ LOCATED AT _					OF HO IS THE
OWNED BY				Logical Harris	
That the total amount of the contract includin \$ prior to this payment, there is no claim either legal or equitable to diparties who have furnished or delivered mate specific portions of said work or for material that the items mentioned include all labor and	That all waivers are tru efeat the validity of sai rial or labor, or both, fo entering into the const	ne, correct and genuted waivers. That the for said work and all ruction thereof and	ine and delive e following ar l parties having the amount d	e the names and g contracts or sul ne or to become o	ally and that addresses of all b contracts for due to each, and
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
			3		83
		+ +			
				9	- 9

TOTAL LABOR AND MATERIAL INCLUDING EXTRA	IS* TO COMPLETE.				
That there are no other contracts for said work or other work of any kind done or to be done up					material, labor
DATE	SIGNAT	URE:			
SUBSCRIBED AND SWORN TO BEFORE	ME THIS	DAY OF			
*EXTRAS INCLUDE BUT ARE NOT LIMITED T					
ORDERS, BOTH ORAL AND WRITTEN, TO THE		1 20	NO	TARY PUBLIC	:

CONTRACT EXHIBIT E-FINAL WAIVER

FINAL WAIVER OF LIEN

COUNTY OF					
TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employ	yed by				
to furnish for the premises known as	CAROLINA VIII.				
of which THE undersigned, for and in consider					is the owner.
(\$) Dollars, and other go			:	l	-11
do(es) hereby waive and release any and all li to mechanics' liens, with respect to and on sa fixtures, apparatus or machinery furnished, at owner, on account of all labor, services, mate furnished at any time hereafter, by the unders DATECOMPANY NAME ADDRESS	ien or claim of, or right id above-described prei nd on the moneys, fund rial, fixtures, apparatus igned for the above-de	to, lien, under the mises, and the im is or other consid or machinery, h scribed premises,	e statutes of the provements the erations due or eretofore furnis	e State of Illinoi ereon, and on the to become due shed, or which n	is, relating e material, from the
SIGNATURE AND TITLE					
*EXTRAS INCLUDE BUT ARE NOT LIMITED T	O CHANGE ORDERS, BO	OTH ORAL AND V	VRITTEN, TO T	HE CONTRACT	
	CONTRACTOR'S	AFFIDAVIT			
STATE OF ILLINOIS					
COUNTY OF					
TO WHOM IT MAY CONCERN:			RFING	DITT V STUORN	I DEBOSES
THE UNDERSIGNED, (NAME) _ AND SAYS THAT HE OR SHE IS (POSITI	OND		DLLW	DOLI SWOR	OF
(COMPANY NAME)				N.	VHO IS THE
(COMPANY NAME) CONTRACTOR FURNISHING			V	VORK ON THE	BUILDING
LOCATED AT					
OWNED BY					
That the total amount of the contract including	g extras* is \$		on which he or	she has received	d payment of
\$ prior to this payment. T					
there is no claim either legal or equitable to					
of all parties who have furnished or delivery contracts for specific portions of said work					
become due to each, and that the items men					
plans and specifications:	noned include an labo	and material is	iquired to com	piete said work	according to
plans and specialisms.					
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLIDE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
		_			
TOTAL LABOR AND MATERIAL INCLUD	ING EXTRAS*			15	
TOTAL ELBON PERD METERIAL ENCEON	E-10 Estricts			S	× -
That there are no other contracts for said wor material, labor or other work of any kind don	k outstanding, and that e or to be done upon or	there is nothing in connection w	tue or to become th said work o	ne due to any pe ther than above	rson for stated.
DATE	SIGNATU	JRE:	190	1	with the
SUBSCRIBED AND SWORN TO BEFORE	ME THIS	DAY OF			
*EXTRAS INCLUDE BUT ARE NOT LIMITED T	O CHANGE			7.7.7	
ORDERS, BOTH ORAL AND WRITTEN, TO THE		10. -	N	OTARY PUBLI	C

STATE OF ILLINOIS

EXHIBIT F

CONTRACT FOR THE

UNDERGROUND STORAGE TANK SYSTEM REMOVAL AT The VILLAGE OF BUFFALO GROVE PUBLIC SERVICE CENTER 51 RAUPP BOULEVARD BUFFALO GROVE. IL

SPECIAL INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION

1.1 Purpose and Scope

The Village of Buffalo Grove invites you to submit a bid proposal decommissioning of the Underground Storage Tank (UST) UST systems to include removal of USTs, product piping, and removal of components in accordance with 41 Illinois Administrative Code Section 175.830, backfilling of UST excavation, at the Buffalo Grove Public Services Center, located at 51 Raupp Boulevard, Buffalo Grove, IL. The general location of the Site and the project work boundaries are included as Exhibit A.

1.2 Project Roles and Responsibilities

This section presents roles that will be referenced throughout this document. It also presents the responsibilities of each role.

1.2.1 Owner

The Village of Buffalo Grove is the owner of the former fueling station facility. The Village will be contracting directly with the UST System Removal Contractor ("Contractor").

1.2.2 Environmental Consultant

The Village will hire a separate Environmental Consultant for the project who will have the overall responsibility for the completion of the project, which includes tasks to occur before, during, and after the UST system removal tasks have been completed.

1.2.3 UST System Removal Contractor

The Contractor has overall responsibility for the removal of fuel-associated structures including the USTs, dispensers, and removal of components in accordance with 41 Illinois Administrative Code Section 175.830, as identified within the scope of work in a safe manner, including following industry standard health and safety practices. Site safety is the Contractor's responsibility.

The Requirements set forth in this scope of work are minimum measures. Neither the Owner, nor the Environmental Consultant assume any responsibility for Site safety. The Contractor shall utilize additional safety measures as required by the Site conditions, or local, state, or federal laws. The Contractor's workers, including any subcontractors or others, involved in the UST system removal and removal of contaminated materials shall have Occupational Safety and Health Administration (OSHA) training in accordance with OSHA Standard 1910.120 – Hazardous Waste Operation and Emergency Response. The Contractor will provide proof of training if requested.

The Contractor and their employees responsible for UST system removal shall be familiar with: (a) all applicable safety rules and regulations, (b) the use of equipment and procedures for testing and vapor freeing tanks, (c) the handling and disposal of the types of wastes likely to be encountered, and (d) the applicable sections of the reference standards. The UST system shall be removed in accordance with federal, state, and local regulations and guidelines. Contractor will be a Decommissioning Licensed UST Contractor, as required by the State of Illinois, to conduct UST system removal. A current decommissioning license shall be submitted with the Contractor's bid. Contractor must also meet local requirements/regulations, if applicable, and be familiar with and have previously worked on a UST removal project involving a LUST incident. Documentation and billing from the Contractor need to be provided in a format that will enable reimbursement for the Owner from Illinois' UST Fund.

In addition to completing the UST System Removal Bid Sheet the Contractor will also need to complete and submit a Contractor Certification Form (Attachment A) with their bid.

2.0 UST SYSTEM DECOMMISSIONING - CONTRACTOR SCOPE OF WORK

Temporary screened security fencing will be installed by the Contractor to limits of the project work boundaries as indicated on Attachment F during the duration of the Site activities. Egress and ingress to the Site shall be via a locked access gate with "daisy-chained" locks. Upon completion of Site activities, all security fencing will be removed, and the Site restored.

2.1 Underground Storage Tank System Removal

The Contractor is tasked with and will be responsible for the excavation, physical removal and destruction of the USTs as well as backfill of the following, in accordance with applicable state and local regulations and guidance. **Contractor will provide a schedule of work that encompasses all tasks outlined in this section**. The following are included in the Contractor scope of work:

Canopy Removal

Demolish and remove canopy above UST systems

Tank Removal

- Removal of 12,000-gallon capacity double walled fiberglass underground storage tank containing gasoline
- Removal of 12,000-gallon capacity double walled fiberglass underground storage tank containing diesel fuel
- Removal and proper disposal of all product piping and associated utilities (inclusively referred to as the UST system);
- Removal and proper disposal of associated dispensers, UST system vent lines, and fuel system emergency shut off boxes along the building wall,
- Backfill of the UST excavation to be accessible to vehicles.

Soil Removal

- Remove, transport and dispose of up to 572 Cubic Yards of Early Action soil
- Furnish, transport and place, up to 572 Cubic Yards of crushed concrete backfill 75/25 split of CA-1/CA-6 – can be all porous granular embankment, then capped with 12" of CA-6

The Contractor will be responsible for the following tasks and services under this scope:

- <u>Permitting.</u> Prior to initiating work, local/county/state permits will be obtained for UST system removal as applicable, including a UST removal permit from the Office of the Illinois State Fire Marshal (OSFM).
- <u>Notification and Observation Scheduling.</u> Prior to initiating UST system removal
 activities, applicable notifications will be submitted to state and local authorities.
 This also includes scheduling of the observation activities with the OSFM and/or
 other regulatory agency required for proper UST closure under state and local
 rules.
- <u>Utility Locates.</u> Contractor will contact the public utility locator (JULIE) to arrange for underground utility locates at the Site.
- <u>Mobilization and Site Preparation Work.</u> Mobilization to include utility deenergization and verification of completion prior to commencement of Site work. Site preparation work includes installation of security fencing for Site access control.
- <u>UST Residual Material Removal and Vapor Freeing.</u> Contractor is responsible for the removal, transportation and recycling/disposal of residual product, sludge, and fluids from the USTs. The USTs will be rinsed/vapor free in accordance with state and local guidance as well as industry standards. Residual fuel rinsate, and tank sludge will be removed and properly disposed or recycled in accordance with applicable regulations. A volume of 1,500 gallons is to be included.
- UST Excavation Dewatering. UST excavation dewatering to the extent

- necessary to avoid unintended UST surfacing and related hazards if high water levels are encountered, will be the responsibility of the Contractor. To enable the removal of the USTs, it is assumed that 9,000-gallons of groundwater will be pumped from the UST excavation. The Contractor will characterize/profile and arrange for the proper disposal/recycling of the fluids.
- Pavement Removal. Pavement surfacing necessary to be removed will be broken, loaded, and transported to a pavement recycling facility or otherwise properly disposed of if material recycling options are not available. Contractor to provide disposition of pavement documentation to the environmental consultant. All excavations will be saw-cut prior to final resurfacing. The contractor shal be required to perform a perpendicularly straight joint by full-depth machine sawing of all proposed items to be removed prior to removal operations to prevent damage or spalling to existing hardscape to remain. Simple or partial depth scoring shall not be permitted. Saw cut locations may or may not be shown on the plans, however, shall be required in the field. All saw cut slurry, regardless of the amount, shall be promptly removed to prevent tracking. Any slurry tracked or left on surfaces to remain shall be thoroughly cleaned or replaced, at the direction of the Village or Engineer, by the Contractor at no additional cost to the Village. The contractor shall replace, at no additional cost to the Village, any hardscape, outside of the limit of improvements, damaged by the Contractor's operations due to neglect, misconduct, or poor workmanship.
- Existing Hardscape. Any damage to existing hardscape from tacked equipment or due to the contractor's negligence, workmanship, or neglect shall be replaced at the Contractor's expense. It is recommended rubber tired or rubber tracked equipment is used. Any unwarranted disturbance to the existing hardscape to remain will warrant repairs made joint to joint and in conformance with the bid documents with limits specified in the Maintenance Letter of Credit. The Engineer and Village shall determine the limit of removal and replacement operations, and all work shall be completed to the satisfaction of the Engineer.
- <u>Existing Backfill</u>. Tank cover backfill (overburden materials) will be temporarily stockpiled in the work area on plastic sheeting for environmental testing and subsequent proper management. Soil staged for removal should be protected for soil erosion and sediment control.
- <u>UST Atmosphere Verification.</u> Readings will be measured and documented from each UST using an appropriate field meter to ensure atmospheres inside the tanks do not present an explosion hazard and are vapor free.
- Removal of the USTs. Each UST will be photographed, labelled, secured, serial numbers documented, handled, transported and disposed in accordance with applicable state and local regulations. A certificate of destruction will be provided by the Contractor. Contractor will also prepare an OSFM Notification for Underground Storage Tanks form, indicating that the USTs were removed, which will be signed by the Owner.
- Removal of Product Piping. The product piping will be removed from the subsurface.

- If present, piping chases will remain in place.
- Temporary Storage of Backfill Material, Environmental Testing and Potential Reuse. Backfill material will be removed to native soil in the original UST installation excavation. Material removed from the UST system excavation will be stockpiled on plastic sheeting on the Site for laboratory analysis (sample collection and analysis to be handled by the environmental consultant). Material stockpiles will be covered at the end of each day with plastic sheeting temporarily secured with weights when work is not being conducted. Off-site disposal of 100% of excavated/stockpiled material is required and approved by the environmental consultant. Materials will be manifested and transported to a local landfill for disposal in accordance with applicable regulations.
- Contaminated Soil Disposal. For bidding purposes, assume that 572 cubic yards
 of contaminated soil will be removed from the UST excavation, characterized/profiled
 as non-hazardous waste, and disposed at a Subtitle D landfill by the Contractor.
- <u>Backfilling of Excavation.</u> For bidding purposes, assume that the stockpiled materials (original backfill from UST excavation) will need to be transported off site and properly disposed at a Subtitle D landfill (assume non-hazardous). The UST excavation will be backfilled from an IDOT approved source, with imported CA-1 virgin stone to a depth of 2' below surface grace, topped with CA-6 to the surface to allow for vehicle and pedestrian traffic. For imported virgin aggregate sources, a letter will be provided from the owner of the source property certifying that all material was derived from a virgin source. Contractor will completely fill below grade areas and voids resulting from removal of underground fuel storage tanks, product piping, or other related structures using aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matter. Areas to be filled shall be free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement. Compaction of the excavation backfill will be performed from 4 feet below subgrade to subgrade and placement, homogenizing, moisture conditioning, compaction and density testing will be conducted per 8-inch lifts.
 - <u>Asphalt Paving.</u> Provide asphalt paving over backfilled area asphalt section to be either 3" N50 binder or 2" N50 binder Provide alternate pricing for both.

2.2 Exclusions to Contractor Scope of Work

This section is intended to convey project understanding of work that will be performed by the environmental consultant or other Contractors and is **excluded** from the scope of work to be performed by the Contractor.

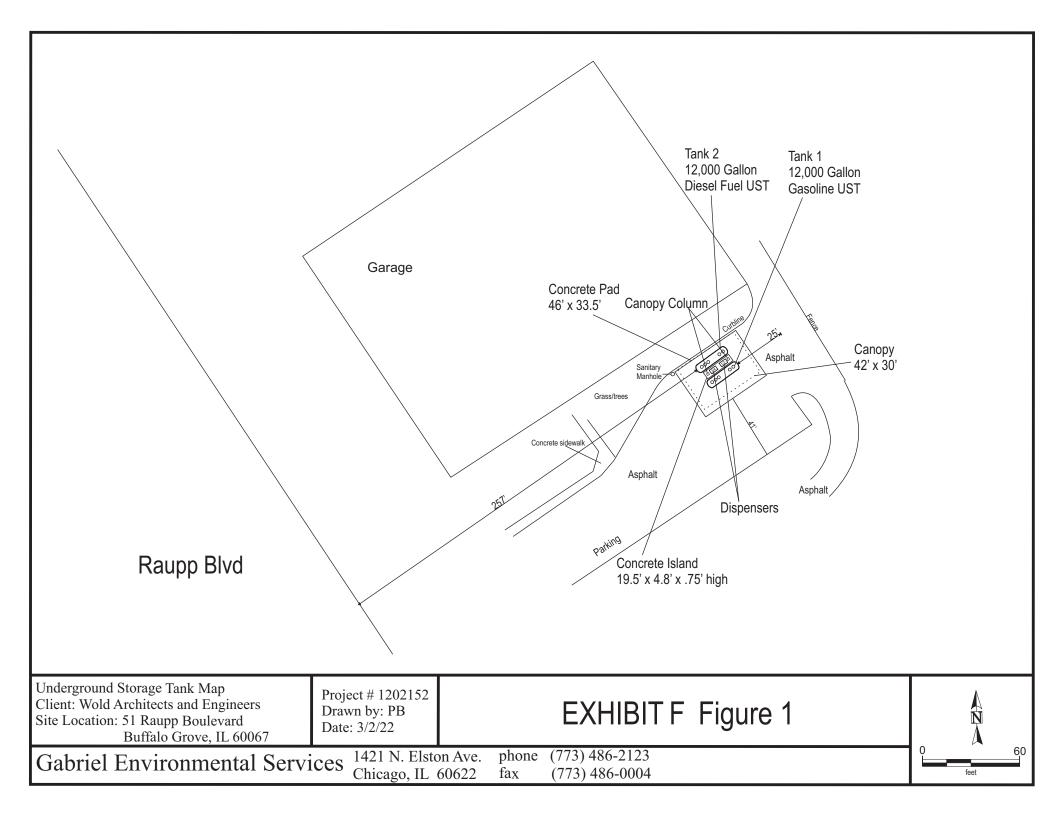
- Handling of additional volumes of contaminated soil and groundwater encountered, beyond the assumed volumes stated above, during the performance of this work shall be handled as a change order to the contract. The Contractor shall indicate the unit cost for extras on the Contractor's Bid Proposal Form.
- The environmental consultant will hire a subcontractor to provide construction material testing as necessary related to the project.

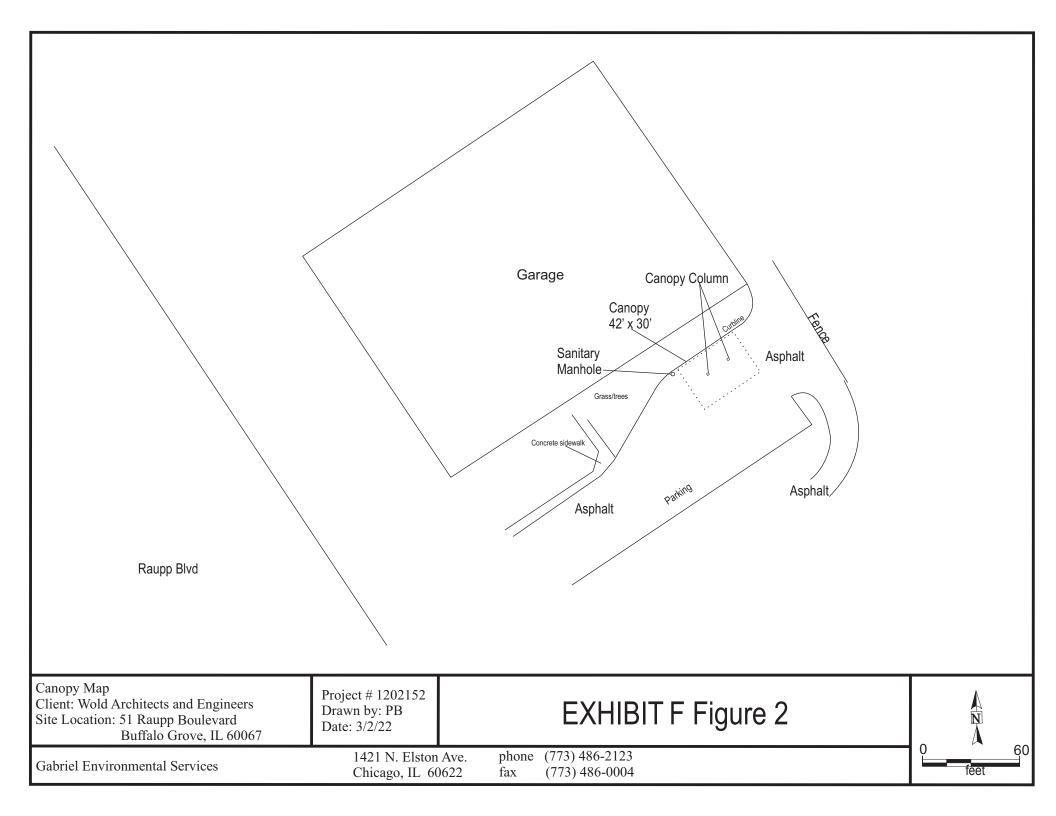
- The environmental consultant will review waste characterization data forms and manifests as well as sign on behalf of the Village.
- The environmental consultant will perform project coordination, field oversight, and environmental sample collection throughout the scope of the Contractor's work.

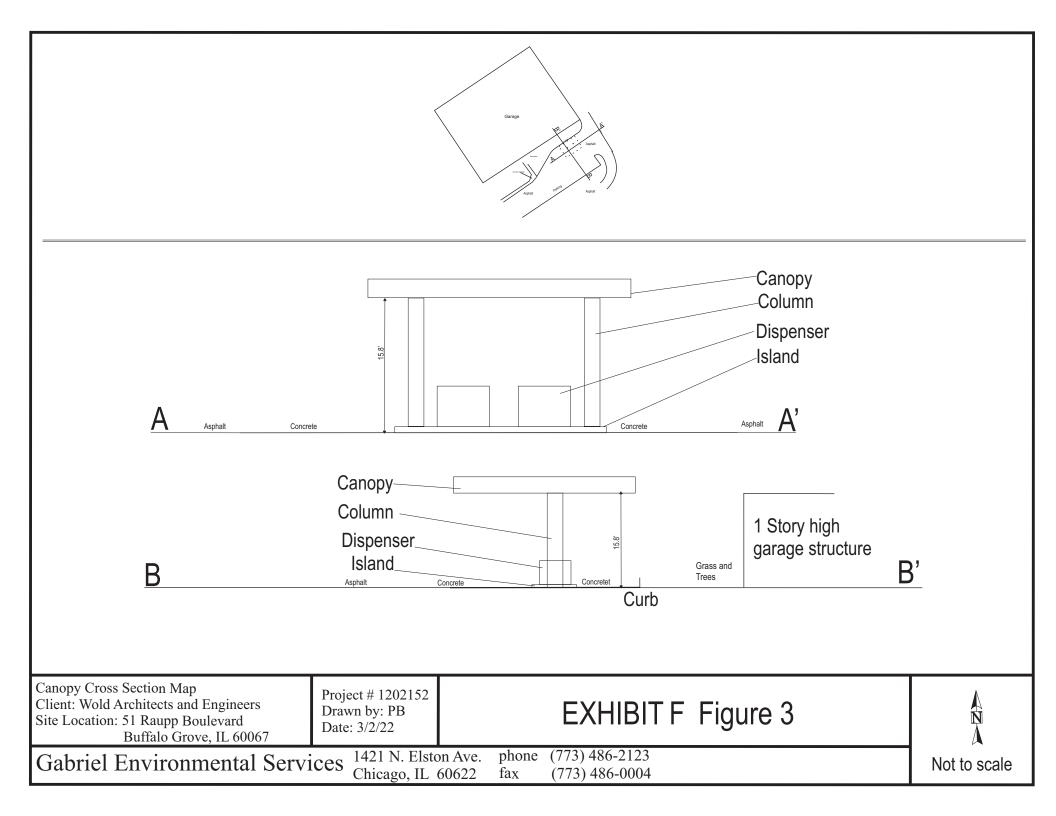
3.0 SCHEDULE

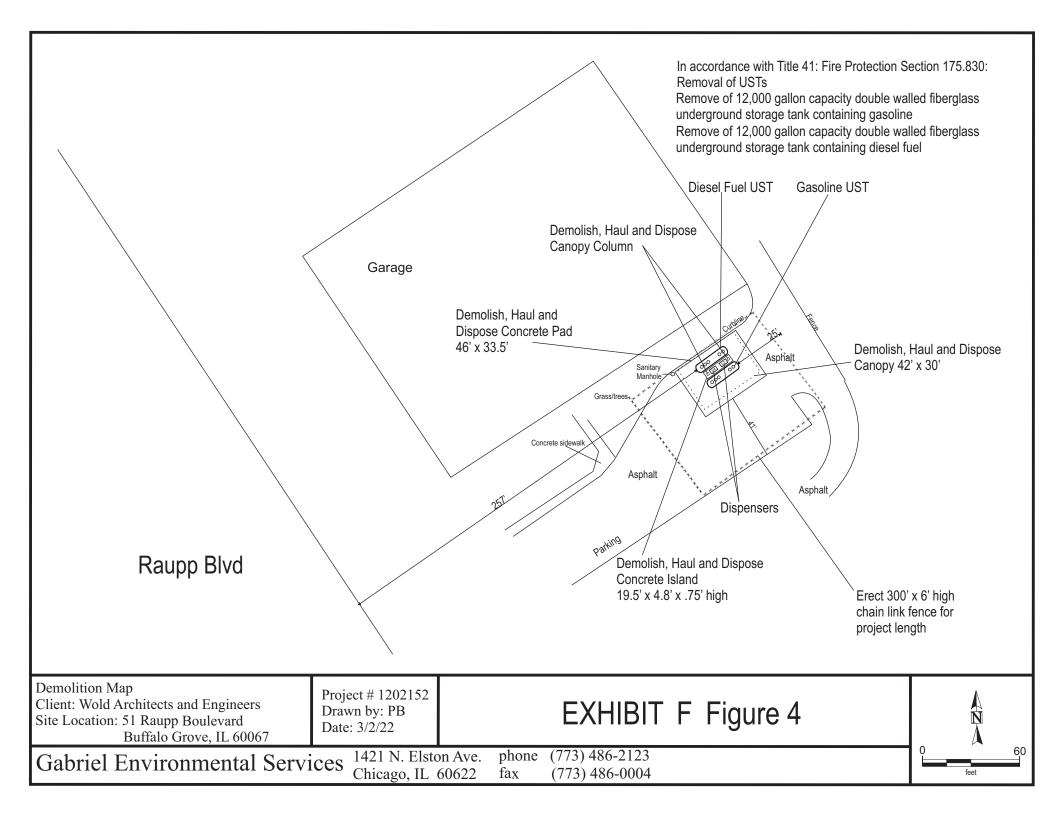
After notification of award, the Contractor will secure the Site with screen fencing. Equipment will be mobilized to the Site within 14 business days of notification of award and upon receipt of applicable permits from respective agencies. Contractor will also provide copies of the submitted permits to the environmental consultant within 24 hours of submittal to the permitting agency.

Contractor will provide a schedule of work that encompasses all tasks as outlined above. The Project is scheduled for completion within 45 calendar days from the notice of award unless otherwise approved by the Village.









SECTION 01 10 00 SUMMARY OF THE WORK

PART 1 GENERAL

1.01 PROJECT

- A Project Name: Public Services Center Underground Storage Tank Removal.
- B Owner's Name: Village of Buffalo Grove.
- C Architect's Name: Wold Architects and Engineers.
- D Additional Project contact information is specified in Section 00 01 03 Project Directory.
- E The Project consists of excavation, testing, and removal of underground fuel tanks.
 - 1. Briefly and without force and effect upon the Contract Documents, the Work of this single prime Contract can be summarized as follows:
 - 2. Work under this Contract includes:
 - a. Sitework
 - 1) Rough and finish grading, paving, concrete sidewalks, ground cover.
- F Keep Architect fully informed about progress of the work, performance of the work and potential problems.

1.02 WORK BY OWNER THROUGH OTHER CONTRACTS

A General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.03 OWNER OCCUPANCY

- A Owner intends to occupy a certain portion of the Project prior to the completion date for the conduct of normal operations.
- B Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site. Contractor may only access site from the West. Any unauthorized site use from another direction will result in a \$500 back-charge per occurrence.
 - 2. Contractor is to visit site and be familiar with existing conditions. Contractor will be required to accept existing conditions on site prior to mobilizing.
 - 3. Conform to Village's noise control regulations, including limited hours of construction operations.
 - 4. Do not allow construction waste and debris to accumulate on site; remove debris as it accumulates and, unless specified otherwise, dispose of legally off-site.
- B Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- C Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
 - 3. Do not block existing pathways of the public works facility with equipment or materials. A back-charge of \$500 per occurrence will be applied.

D Time Restrictions:

- 1. The Owners normal business hours are: 7:00 a.m. to 3:30 p.m.
- 2. All work shall be confined to the period beginning at 7:00 AM and ending at 6:00 PM on weekdays and 8:00 AM to 6:00 PM on Saturdays. No work shall be done on Sundays or legal holiday periods. Any work outside the allowed time periods in accordance with the Village Ordinance, including but not limited to, material deliveries, mobilization of equipment, warming up machinery, or truck staging, a penalty of \$1,000 per occurrence may be imposed.
- 3. Should the Contractor choose to perform work after normal business hours when the site is occupied, the Contractor shall:
 - Maintain access, building utilities, and services to allow full and free use of the facility during this time. All temporary conditions, re-routing of services, utilities and/or power are the Contractor's responsibility.
 - b. Coordinate access and storage of materials and equipment with the Owner's designated building representative. To the fullest extent possible provide for normal building operation, and the safety of the building's occupants. Work in areas that occur during evenings and weekends shall be cleaned and available for use the following business day.
 - c. Coordinate schedule with the Owner's designated building representative.
- 4. Should the Contractor have additional work to complete after the substantial completion date including punchlist work within the existing or newly completed site work, continuous use of facilities is required by the Owner.
- 5. Work in those areas shall occur during evenings and weekends and shall be cleaned and available for use the following business day.

1.05 LAYING OUT WORK

- A Locate all general reference points. Where dimensions or observed scope of work differ substantially from Drawings, notify Architect for decision.
- B Lay out Work from the reference points furnished and be responsible for all lines, elevations, and measurements inside workspace. Exercise proper precaution to verify figures shown on Drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.
- C Call for public utility locates before starting any excavations.
- D Hire the services of a locator company to locate all privately owned utilities that may be disturbed by construction operations.
- E Coordinate utility connections with municipality/utility company in which project is being constructed.

1.06 WORK SEQUENCE

A Start work immediately upon contract award by the Owner.

1.07 SPECIFICATION SECTIONS APPLICABLE TO EVERY CONTRACT

A Sections in Division 1 govern the execution of the Work of all items in the Technical Specification Sections.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

END OF SECTION 01 10 00

SECTION 01 21 00 ALLOWANCES

PART 1: GENERAL

1.01 SECTION INCLUDES

- A This Section includes administrative and procedural requirements governing allowances.
 - Certain materials and / or labor are specified in the Contract Documents by lump sum allowances.
 In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and / or labor to a later date when additional information is available for evaluation.

1.02 SELECTION AND PURCHASE

- A At the earliest practical date after award of the Contract, advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B The Architect will issue a Proposal Request for pricing on each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C A Change Order will be processed to add the Work.
- D Purchase products and systems selected by Architect from the designated supplier.

PART 2: PRODUCTS – (NOT APPLICABLE)

PART 3: EXECUTION

3.01 SCHEDULE OF ALLOWANCES

- A Allowance No. 1: Owner's Allowance
 - 1. Include a sum of \$3,000.00 in the Base Bid as an Owner's Allowance.

END OF SECTION 01 21 00

SECTION 01 22 00 UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A In the space indicated on the Bid Form, submit unit prices as required by this section and listed in the Unit Price Schedule. Only one value for each unit price will be allowed.
- B A unit price is a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the quantities of Work required by the Contract Documents are increased or decreased.
- C Refer to individual Specification Sections for construction activities requiring the establishment of unit prices.

1.02 COSTS INCLUDED

- A Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; applicable taxes; overhead and profit.
- B While unit prices are not to be used in the selection of the successful Bidder, they must be submitted and approved prior to execution of the Contract.
 - 1. The Owner reserves the right to reject a unit price they deem unsatisfactory and to require a resubmittal, based other bidders unit prices.
 - 2. The Owner reserves the right to reject the Contractor's measurement of quantities, and to have this Work measured by an independent party.
 - 3. The Owner reserves the right to throw out a bid that does not include a unit price or assign a unit price based on other bidders unit prices.

1.03 UNIT OUANTITIES SPECIFIED

A Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.04 MEASUREMENT OF QUANTITIES

- A Take all measurements and compute quantities. Measurements and quantities may be verified by an independent party selected by the Owner.
- B Assist by providing necessary equipment, workers, and survey personnel as required.
- C Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- D Measurement by Area: Measured by square dimension using mean length and width or radius.
- E Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- F Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- G Contractor's Engineer Responsibilities: Sign surveyor's or testing agency's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

1.05 PAYMENT

- A Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Loading, hauling, and disposing of rejected Products.

1.06 SCHEDULE OF UNIT PRICES

- A Unit Price #1: Excavation/Haul Unsuitable Soils Offsite
 - 1. Description: Excavation, removal and disposal offsite of existing soils below the soil correction depths indicated in the geotechnical evaluation report that are beyond the scope of Work represented by the Contract Documents, determined to be unsuitable by the project geotechnical engineer for support of foundations, slabs, utilities, traffic, or additional fill materials.
 - 2. Unit of measurement: Cost per ton.
- B Unit Price #2: Backfill Soils Import
 - Description: Importing, placing and compacting engineered fill as specified in areas where additional excavation was required to remove unsuitable soils included in Unit Price No. 1 for backfill.
 - 2. Unit of measurement: Compacted in place cubic yard.
- C Unit Price #3: Excavation Unsuitable Soils
 - 1. Description: Placing and compacting suitable on-site soils as specified in areas where additional excavation was required to remove unsuitable soils included in Unit Price No. 1 for backfill.
 - 2. Unit of measurement: Compacted in place cubic yard.
- D Unit Price #4: Asphalt Paving
 - 1. Description: Placing and compacting of asphalt pavement of 3" N50 surface.
 - 2. Unit of measurement: Cost per ton
- E Unit Price #5: Asphalt Paving 2" Surface
 - 1. Description: Placing and compacting of asphalt pavement of 2" N50 surface
 - 2. Unit of measurement: Cost per ton
- F Unit Price #6: Removal and disposal of sludge
 - 1. Description: Removal and disposal of sludge encountered inside the tank
 - 2. Unit price per 55 gallon barrel or fraction thereof.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 22 00

SECTION 01 26 63 CHANGE ORDERS

1.01 CHANGE ORDER PROCEDURES

- A Changes in the Project scope of work affecting the project cost can be made only through AIA Document G701 Change Order.
 - 1. The procedures for processing changes in the scope of Work are listed as follows:
 - 2. The Architect prepares one of the following documents to modify the scope of work. Documents and attachments revising the drawings and specifications will be distributed electronically and the Contractor will be responsible for printing.
 - a. Supplemental Instructions (SI) which are used for no cost changes.
 - b. Proposal Request (PR) to be used for proposed changes that need written approval on cost prior to proceeding.
 - c. Construction Change Directive AIA Document G714 (CCD) which is used when the work must proceed immediately and time and material cost submitted as soon as possible for review by the Architect.
 - 3. The Contractor reviews and responds as follows:
 - a. Supplemental Instructions (SI): This no cost change is to be carried out in accordance with the following modifications to the contract documents described herein. If this change effects cost, do not proceed with this change. Notify the Architect in writing within 10 days of receipt that an itemized (labor and material) quotation will be submitted within 21 days of initial receipt of this Supplemental Instruction. If a cost is not submitted within 21 days, this Supplemental Instruction will be accepted at no additional cost.
 - b. Proposal Request (PR): Submit an itemized (labor and material) quotation for the proposed modifications to the contract documents as described herein within 21 days of receipt. If a cost is not submitted within 21 days, this Proposal Request can be accepted at no additional cost. Written approval is required prior to proceeding with this change.
 - c. Construction Change Directive AIA Document G714 (CCD): Proceed immediately to carry out this change in the contract documents as described herein. If this revision effects cost, submit an itemized (labor and material) quotation within 21 days of receipt. If a cost is not submitted within 21 days this Change Directive will be accepted at no additional cost.
 - 4. The Architect will review the Contractor's labor and material itemized quotation and respond in writing whether it is acceptable or needs revision. When all pricing is accepted by the Architect and Owner, a Change Order will be processed. Change Orders will be processed at increments determined by the Architect throughout the construction schedule.
- B See the General Conditions of the Contract for Construction for methods of determining cost or credit, mark-up and schedule on submitting claims.

END OF SECTION 01 26 63

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A General administrative requirements.
- B Electronic document submittals.
- C Submittals for review and information.
- D Requests for Information (RFI) procedures.
- E Submittal procedures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL

- A All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via email the architect's staff assigned to the project.
 - Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. It is Contractor's responsibility to submit documents in allowable format.
 - 3. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.02 LIST OF MATERIALS

- A Within 7 days after the award of the Contract (notice to proceed or letter of intent), submit a complete list electronically of all material, products, and equipment proposed to be used in construction to the Architect for acceptance.
 - 1. Do not order materials until the proposed listed materials, products and equipment to be used in construction are accepted by the Architect.
- B Where two or more makes or kinds of items are named in the specifications (or additional names are called for in addenda), the Contractor shall state which particular make or kind of each item they proposes to provide. If the Contractor fails to state a preference, the Owner shall have the right to select any of the makes or kinds named without change in price.
- C This list shall be arranged generally in order of specification sections. The items listed shall fully conform to project requirements and specifications. All materials are subject to the Architect's acceptance.
 - 1. After acceptance, changes or substitutions will not be permitted.
- D Clearly identify or list the material, product or equipment by manufacturer and brand by listing the names for all items, including those where only one material or product is specified. Each and every material, product and equipment shall be specifically named, not listed "as specified".

3.03 LIST OF SUBCONTRACTORS

- A Immediately after Contract award submit a subcontractor and supplier list.
 - 1. Propose use of subcontractors or sub-subcontractors who are established, reputable firms of recognized standing with a record of successful and satisfactory past performance. Include the following information: specification section, item of work, subcontractor or supplier, material/manufacturer (as specified will not be allowed), project manager, phone and email. List major sub-subcontractors for mechanical and electrical work. Use only those subcontractors (and sub-sub-contractors, when appropriate) who are acceptable to the Architect and Owner on the Work.

3.04 CONSTRUCTION SCHEDULES

Refer to Section 01 32 16 Construction Progress Schedule.

3.05 PRECONSTRUCTION MEETING

- A Schedule meeting within 10 days after Notice to Proceed.
- B Attendance Required:
 - 1. Owner's representative.
 - 2. Architect and their consultants.
 - 3. Contractor's Project Manager.
 - 4. Others as appropriate.

C Agenda:

- 1. Distribution and discussion of:
 - List of subcontractors.
 - b. Projected construction schedules.
- 2. Project coordination and scheduling:
 - a. Designation of responsible personnel representing the Owner, Contractor, Architect and Architect's Consultants.
 - b. Critical work sequencing.
 - c. Use of onsite utilities.
- 3. Procedures and processing of: field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - a. Status of Building Permit.
 - b. Field decisions.
 - c. Submittals.
 - d. Applications for payments.
 - e. Time limit on claims of 21 days.
 - f. Proposal Requests and Supplemental Instructions.
 - g. Change Orders.
 - h. Scheduling activities of an Environmental Engineer.
- 4. Procedures for maintaining Record Documents.
- 5. Use of Premises:
 - a. Office, work and storage areas.
 - b. Owner's requirements.
- 6. Contractor to record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.06 PROGRESS MEETINGS

- A Schedule and administer meetings throughout progress of the work at regular intervals and as required due to the progress of the work.
- B Hold called meetings at the project site.
- C Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect may attend as needed.
 - 4. Architect' consultants may attend as needed.
 - 5. Contractor's Project Manager.
 - 6. Subcontractors appropriate to the progress of the work.
- D Agenda:
 - 1. Review and approval of minutes from previous meetings.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Maintenance of progress schedule.
 - 6. Corrective measures to regain projected schedules.
 - 7. Planned progress during succeeding work period before the next meeting.
 - 8. Maintenance of quality and work standards.
 - 9. Effect of proposed changes on progress schedule and coordination.
 - 10. Other business relating to work.
- E Contractor to record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.07 REQUESTS FOR INFORMATION (RFI)

- A Definition: A request seeking one of the following:
 - An interpretation, amplification, or clarification of some requirement of Contract Documents
 arising from inability to determine from them the exact material, process, or system to be installed;
 or when the elements of construction are required to occupy the same space (interference); or when
 an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do Not forward requests which solely require internal coordination between subcontractors.
- D Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.

- 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of substitutions (see Section 01 60 00 Product Requirements)
 - b. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
- 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
- 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question.
 - a. They will be rejected.
 - b. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Discrete and consecutive RFI number, and descriptive subject/title.
 - 3. Issue date, and requested reply date no sooner than 7 working days.
 - 4. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 5. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 6. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

3.08 SUBMITTAL SCHEDULE

- A Submit to Architect for review a schedule for submittals in tabular format.
 - Submit at the same time as the preliminary schedule specified in Section 01 32 16 Construction Progress Schedule.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.
 - 3. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 4. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.

- 5. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.09 SUBMITTALS FOR REVIEW

- A When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
 - Prepare clearly identified shop drawings or schedules to this specific project, containing only data applicable. Include with the shop drawings or schedules a letter of transmittal listing and dating the submitted drawings in sets.
 - 2. Contractor to review all submittals prior to submittal to Architect, and indicate such review with a stamp and signature. Review submittals for conformance to Drawings, Specifications, coordination with other trades and adjacent construction and verification of field dimensions. Failure of Contractor to adequately review submittals shall be cause for rejection.
 - 3. Prepare and submit electronically (with exception for color charts and samples) to Architect for review, all shop drawings and manufacturers catalog sheets showing illustrated cuts of items to be furnished, scale details, sizes, dimensions, performance characteristics, capacities, wiring diagrams, weights and arrangements. Each submittal to include a transmittal on contractor letterhead. Submittal to be in the form of one combined PDF, labeled with project name, professionally assembled so all documents are facing the same way.
- C If equipment other than that used in the design of this project is proposed to be used, the Contractor and/or supplier shall verify electrical differences, dimension variations and weight increases. The Contractor shall be responsible for any extra costs incurred as a result of equipment substitutions.
- D Samples will be reviewed for aesthetic, color, or finish selection.
 - Unless otherwise specified, submit samples of size, and nature representing typical
 qualities. Where required, submit a sufficient number of samples to demonstrate the complete
 range of variations of the material or quality. Written acceptance of the Architect is required prior
 to ordering any item for which samples are required.
- E After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 Closeout Submittals.

3.10 SUBMITTALS FOR INFORMATION

- A When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B Submit for Architect's knowledge as contract administrator or for Owner.

3.11 SUBMITTALS FOR PROJECT CLOSEOUT

- A Submit Correction Punch List for Substantial Completion.
- B Submit Final Correction Punch List for Substantial Completion.
- C When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - a. Maintenance Letter of Credit: The contractor will be required to post a Letter of Credit for a period of One Year (1-yr) from date of final acceptance by the Village. Final acceptance will be the date the Final Payment is made to the Contractor. The Letter of Credit shall be in a form acceptable to the Village in the amount of 10% (ten percent) of the awarded contract value. Unless under emergency situations, the Village will offer the Contractor the ability to fix or repair any item prior to drawing from the Letter of Credit. If the Contractor elects to perform the repairs themselves all work must be complete within 14 calendar days of notice from the Village or the Village reserves the right to perform the repairs themselves.
 - b. The Letter of Credit shall cover all necessary repairs or replacements as deemed necessary by the Village due to poor workmanship, failed materials, any settlement, excessively spalled, chert popped or cracked concrete, storm, sanitary and water main failures, restoration establishment, and other items as completed by the Contractor under the Contract.
 - c. All required pavement repairs shall be from curb line to the nearest cold joint. Pavement repairs shall have all joints routed and filled with crack seal material including along the edge of pavement 30 calendar days after installation.
 - d. If the contractor elects to not perform the repairs or does not perform them in the time allotted the Village will perform the work and collect from the Letter of Credit any damages incurred by the Village to perform the repairs.
 - 4. Bonds.
 - 5. Other types as indicated.
- D Submit for Owner's benefit during and after project completion.

3.12 NUMBER OF COPIES OF SUBMITTALS

- A Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.13 SUBMITTAL PROCEDURES

- A General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - When labeling shop drawings or product data, include the Specification Section number of where the product is specified for a submittal . For example, for cavity wall insulation Section 07 21 00 Insulation does not require an insulation submittal, but Section 04 20 00 Non-Bearing Masonry does require that submittal.

- 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will be rejected.
- 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Deliver submittals to Architect via email.
 - b. Submit samples to Architect's office, securely packaged, with the name of the Owner and Project clearly indicated on the package exterior. Each physical sample shall have a label or tag, firmly attached to the sample, bearing the following information: (a) Name of Owner and Project, (b) Name of Supplier, (c) Name of Contractor, and (d) Product information such as manufacturer's designation, finish, type, class, grade, etc. as is appropriate. The Architect will retain one copy of each sample.
- 6. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. When submitting multiple submittals at the same time, provide the Architect with a priority list for review.
 - b. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - c. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - d. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
- 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
- 8. When revised for resubmission, identify all changes made since previous submission.
- 9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- 10. Submittals not requested will not be recognized or processed.

B Product Data Procedures:

- 1. Submit only information required by individual specification sections.
- 2. Collect required information into a single submittal.
- 3. Submit concurrently with related shop drawing submittal.
- 4. Do not submit (Material) Safety Data Sheets for materials or products.

C Shop Drawing Procedures:

- 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
- 2. Do not reproduce Contract Documents to create shop drawings.
 - a. Contractor is to generate shop drawings based on the information identified in the contract documents and notify the architect of discrepancies in the documents.
- 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

3.14 SUBMITTAL REVIEW

- A The Architect will take one of the following actions on submittals:
 - 1. "Reviewed": Contractor shall proceed with ordering and/or fabrication.
 - 2. "Review Comments": Contractor shall proceed with ordering and/or fabrication after taking into account noted comments.
 - 3. "Rejected": Contractor shall provide a submittal that meets the intent of the specifications.
 - 4. "Revise and Resubmit": Contractor shall modify submittal to address comments and resubmit.

B Submittals for Information: Architect will not acknowledge receipt, and take no other action.

END OF SECTION 01 30 00

SECTION 01 32 16 CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A Preliminary schedule.
- B Construction progress schedule, bar chart type.

1.02 SUBMITTALS

- A Within 10 days after date of Agreement, submit preliminary schedule.
- B If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D Within 10 days after joint review, submit complete schedule.
- E Submit updated schedule with each Application for Payment.
- F Submit in PDF format.

1.03 QUALITY ASSURANCE

A Scheduler: Contractor's personnel or specialist Consultant specializing in CPM scheduling with one years minimum experience in scheduling construction work of a complexity comparable to this Project, and having use of computer facilities capable of delivering a detailed graphic printout within 48 hours of request.

1.04 SCHEDULE FORMAT

A Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

A Prepare preliminary schedule in the form of a horizontal bar chart. The Contractor shall be prepared to discuss the project sequencing along with the project schedule at the preconstruction meeting and recommend any changes to the following anticipated plan. Changes to the suggested sequencing may cause temporary work in order to perform the improvements as proposed. Any additional temporary work other than what is outlined in the current plan/bid documents will not be paid for separately but would be included in the cost of the item requireing the temporary work.

3.02 CONTENT

- A Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B Identify each item by specification section number.
- C Identify work of separate stages and other logically grouped activities.
- D Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- E Provide legend for symbols and abbreviations used.

3.03 CONSTRUCTION PROGRESS BAR CHART SCHEDULE

A Prepare a horizontal bar chart schedule for complete construction duration.

3.04 CONTRACTORS LOOK AHEAD SCHEDULE

- A Prepare a horizontal bar chart look ahead schedule to project work to be completed before the next construction meeting.
- Present the schedule at each construction meeting.

3.05 BAR CHARTS

A Include a separate bar for each major portion of Work or operation.

B Identify the first work day of each week.

3.06 UPDATING SCHEDULE

- A Maintain schedules to record actual start and finish dates of completed activities.
- B Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C Annotate diagrams to graphically depict current status of Work.
- D Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E Indicate changes required to maintain Date of Substantial Completion.
 - If the project falls five (5) calendar days behind schedule, the Contractor shall revise the progress schedule showing how the lost time will be made up. Payments to the work will be paused until this schedule can be displayed.
- F Submit reports required to support recommended changes.
- G Request for an extension of time is due at the time of delay. If the request for extension is not received within 48, the request shall be forfeited.

3.07 DISTRIBUTION OF SCHEDULE

- A Include a revised bar chart schedule with each Application and Certificate for Payment.
- B Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- C Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION 01 32 16

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A Dewatering
- B Temporary utilities.
- C Temporary telecommunications services.
- D Temporary sanitary facilities.
- E Temporary Controls: Barriers, enclosures, fencing, and construction dust control.
- F Security requirements.
- G Vehicular access and parking.
- H Waste removal facilities and services.
- I Project identification sign.

1.02 DEWATERING

- A Provide temporary means and methods for dewatering all temporary facilities and controls.
- B Maintain temporary facilities in operable condition.

1.03 TEMPORARY UTILITIES

- A Owner will provide the following:
 - 1. Electrical power, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B Existing toilet facilities may not be used.
 - Provide and maintain required sanitary facilities and enclosures. Provide at time of project mobilization.
 - 2. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B Provide barricades and covered walkways required by governing authorities for public rights-of-way, exiting through the construction site and for public access to existing building.
 - 1. Review exiting that will be blocked with the local Fire Marshal and gain approval for exiting of those areas prior to blocking the exits.
- C Provide temporary fencing at the drip line for protection for plants and trees designated to remain. Replace damaged items.
- D Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A Construction: Commercial grade chain link fence.
- B Provide 6 foot (1.8 m) high fence around construction site when designated on the site plan; equip with vehicular and pedestrian gates with locks.

1.06 SECURITY

A Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING

- A Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B Coordinate access and haul routes with governing authorities and Owner.
- C Provide and maintain access to fire hydrants, free of obstructions.
- D Provide means of removing mud from vehicle wheels before entering streets.

- E Designated existing on-site roads may be used for construction traffic.
- F Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- G Existing parking areas designated by the Owner may be used for construction parking.
- H Remove snow and ice as required to minimize accumulations and provide access to and throughout the site as required to complete the work/fire department access.
- I Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion.

1.08 WASTE REMOVAL

- A Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B Provide containers with lids.
 - Debris shall be removed from the construction site and police exterior project site area on a weekly basis at a minimum to clean-up any wind-blown or excess construction materials or debris and dispose of in construction dumpsters to maintain a clean project site.
- C If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 HOUSEKEEPING

- A Do not allow debris to accumulate on-site or within the building work areas. The Contractor shall implement and provide the following cleaning services:
 - 1. Debris shall be removed from interior of the buildings on a daily basis and disposed of in construction dumpsters.
 - Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
 - 3. Where Contractor has periodic access to ancillary spaces occupied by Owner, thoroughly clean after each use, so as to not disrupt Owner's ongoing operations.
- B Failure to comply with housekeeping procedures.
 - 1. A written warning will be issued for correction by the Architect.
 - a. If correction notice is not complied within 8 hours, Owner may take over cleaning.
 - b. Cost will be back charged to the Contractor(s) by Change Order.

1.10 CONSTRUCTION DUST CONTROL

- A The Contractor will be required to perform erosion control best management practices as listed on the plans, specifications, and details during construction. Discharge of sediment laden water or construction debris into the storm sewer system or waterways will not be permitted and subjected to a monetary penalty as noted in the monetary penalties general condition. In addition, the Contractor will be responsible for cleaning all storm sewer systems and waterways to their preconstruction condition to the satisfaction of the Engineer, In the event of an illicit discharge, regardless of blame, the Contractor shall concentrate their work efforts on remedying the situation to correct the deficiency.
- It shall be the Contractor's responsibility to properly store and protect materials and equipment from damage. If it is determined by the Village or Engireer that new materials that were supposed to be permanently incorporated in the work were damaged or deemed unacceptable due to the Contractor's negligence to adhere to the above, the unacceptable material shall be removed immediately from the site of the work according to Section 106 of the Standard Specifications and no additional compensation shall be allowed to replace the new materials in-kind.

- C The Contractor shall be required to control dust or air-borne dirt resulting from construction operations by utilizing a mechanical street sweeper on all pavement within or adjacent to the project work zone throughout the duration of the project. The resting debris shall be disposed of off-site in accordance with Article 202.03 of the Standard Specifications. Individual fire hydrant use shall not be permitted to control dust at specific locations. The Contractor shall provide dust control operations daily throughout the project limits and adjacent streets. At the direction of the Engineer, a professional street sweeper may be requested on a weekly basis or as deemed necessary by the Village or Engineer The cost of this work shall be included in the unit prices bid and no additional compensation shall be allowed to control dust as specified herein.
- D Provide Construction Dust Control on projects with areas occupied during construction, including dust producing construction during punchlist correction.
- E Dustproof enclosures:
 - 1. Install dustproof enclosures for work when required to protect areas occupied by the Owner from dust, debris and damage.
 - 2. For work creating dust outside of dustproof enclosures, provide temporary sealed enclosures around the work area.

F Procedures:

- 1. Contractor shall maintain all construction dust control devices throughout the construction period.
 - a. Traffic between barricaded areas and open areas shall be kept to a minimum.
 - Instruct workers to refrain from tracking dust into adjacent occupied areas or opening windows or doors allowing construction dust/airborne contaminants into adjacent occupied areas.
 - b. Whenever possible, transport materials and refuse into an area from an external site without violating occupied areas.
 - c. Execute work by methods to minimize raising dust from construction operations.
 - 1) Spray surfaces with water mist during dust-producing interior demolition activities.
 - Contractor is required to provide a daily site sweeping, at the end of the work day. A \$500 penalty will be given for every occurrence this is not done.

1.11 OPERATION, REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 1. Protect water piping from damage caused by freezing temperatures and similar elements.
 - 2. Maintain markers and protect underground utilities from damage during excavation operations.
- B Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Date of Substantial Completion.
- C Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- D Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- E Clean and repair damage caused by installation or use of temporary work.
- F Restore existing facilities and exterior landscaping used during construction to original condition.
- G Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A Examination, preparation, and general installation procedures.
- B Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C Cutting and patching.
- D Cleaning and protection.
- E Starting of systems and equipment.
- F Substantial Completion and Final Completion procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 QUALIFICATIONS

A For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.03 COORDINATION

- A See Section 01 10 00 for occupancy-related requirements.
- B Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C Notify affected utility companies and comply with their requirements.
- D Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E Coordinate completion and clean-up of work of separate sections.
- F After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C Examine and verify specific conditions described in individual specification sections.
- D Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions

affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A Clean substrate surfaces prior to applying next material or substance.
- B Seal cracks or openings of substrate prior to applying next material or substance.
- C Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

- A Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00.
- C Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E Services (Including but not limited to Plumbing, Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.

- 4. Verify that abandoned services serve only abandoned facilities.
- Remove abandoned pipe, ducts, conduits, and equipment; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- G Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
- H Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J Clean existing systems and equipment.
- K Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L Do not begin new construction in alterations areas before demolition is complete.
- M Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

No. 213162

- A Whenever possible, execute the work by methods that avoid cutting or patching.
- B See Alterations article above for additional requirements.
- C Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing.
 - In exisiting work, minimize damage and restore to original or specified condition.
- Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G Restore work with new products in accordance with requirements of Contract Documents.
- H Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I Patching:

- 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- 2. Match color, texture, and appearance.
- 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROTECTION OF INSTALLED WORK

- A Protect installed work from damage by construction operations.
- B Provide special protection where specified in individual specification sections.
- C Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace moisture soaked materials.
- E Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F Prohibit traffic from landscaped areas when possible. Repair when damaged.
- G Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.07 ADJUSTING

A Adjust operating products and equipment to ensure smooth and unhindered operation.

3.08 FINAL CLEANING

- A Execute final cleaning prior to Substantial Completion.
- B Use cleaning materials that are nonhazardous.
- C Clean debris from area drains and drainage systems.
- D Clean site; sweep paved areas, rake clean landscaped surfaces.
- E Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 SUBSTANTIAL AND FINAL COMPLETION PROCEDURES

- A Make submittals that are required by governing or other authorities.
 - Provide copies to Architect and Owner.
- B Obtain and submit to the Architect a Certificate of Occupancy from AHJ.
- C Provide preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- D Notify Architect in writing when work is considered ready for Architect's Substantial Completion inspection. The Owner and Architect will have 10 days to perform an inspection.
- E Architect will visit the project to evaluate the request for issuance of a Certificate of Substantial Completion.
 - a. If the Architect concurs that the Project is substantially complete, the Architect will deliver a Certificate of Substantial Completion and a list of work items necessary for completion or correction prior to request for inspection for final completion.
 - b. If the Architect determines that the work is not substantially complete, the Architect will deliver to the Contractor a written statement including reasons.
- F Complete work on the items required by the Architect for achieving substantial completion within 5 days and make additional written requests for issuance of a Certificate of Substantial Completion until the Architect determines that sufficient Work has been performed.
- G Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- H Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- I Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- J When the punchlist work is considered complete, submit written certification that:
 - 1. When work is considered finally complete and ready for Architect's Final Completion inspection.
 - 2. The Building Permit has been finaled by the AHJ and submit a copy for the Architects and Owners record.
- K Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
 - 1. Should Architect consider that the Work is incomplete or defective:
 - a. Architect will notify the Contractor in writing, listing the incomplete or defective work.
 - 1) Take immediate steps to remedy the stated deficiencies, and send a second written certification to Architect that the Work is complete.
 - 2) Architect will reinspect the Work.
 - 2. Should Architect perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
 - 3. Owner will compensate Architect for such additional services.
 - a. Owner will deduct the amount of such compensation from the final payment.

END OF SECTION 01 70 00

No. 213162

SECTION 01 78 00 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A Project record documents.
- B Operation and maintenance data.
- C Warranties and bonds.

1.02 SUBMITTALS

- A Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B Final Adjustment of Accounts.
 - 1. Make submittals within 30 days prior to final Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Change Orders and other modifications (accepted PR's, SI's and CCD's) to the Contract.
 - 4. Field test reports.
- B Ensure entries are complete and accurate, enabling future reference by Owner.
- C Store record documents separate from documents used for construction in a location protected from the weather.
- D Record information concurrent with construction progress.
- E Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions accepted during construction.
- F Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Label each set of Drawings "RECORD DOCUMENTS".
 - 2. Measured depths of foundations in relation to finish first floor datum.
 - 3. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 5. Field changes of dimension and detail.
 - 6. Details not on original Contract drawings.

3.02 FINAL ADJUSTMENT OF ACCOUNTS TO FINAL PAYMENT

- A Submit a final statement of accounting to the Architect.
- B Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances.

END OF SECTION 01 78 00

SECTION 02 65 00

TANK REMOVAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings, Details of Construction and general provisions of Contract, including General Conditions and Division-1 Specification Sections, apply to work specified in this section.

1.02 SUMMARY

A. Section includes:

- Removal, decontamination and disposal underground storage tanks and associated piping, ancillary
 equipment, supports, and foundations, including but not limited to removal and disposal on tank contents,
 dewatering, disposal non-contaminated soil, laboratory testing, providing reports which are required by
 regulatory agencies, and backfilling.
- 2. Assume, for bidding purposes, that water encountered or collected during the removal of the underground tanks is uncontaminated and may be disposed of as non hazardous waste.
- Removal and disposal of sludge from tank interiors will be paid at the contract unit price per 55 gallon barrel, or fraction thereof.
- 4. Wash bituminous payement and concrete slabs and dispose of as demolition debris.
- 5. Collect, store, treat and dispose of wash water, ground water, stockpile seepage and run-off that collects in the tank excavation.
- 6. Disposal of contaminated wash water shall be the responsibility of the Contractor under the base bid, without additional compensation.
- 7. PHASE II Environmental Investigation, prepared by Gabriel Environmental Services, Project Number 1202151, dated February 7, 2022 is included at the end of this Section

1.03 SYSTEM DESCRIPTION

A. UST-1 and UST-2

- 1. Description: Two (2) underground storage tanks, double walled fiberglass construction, approximate capacity 12,000 gallons each, containing non-hazardous water. Tanks were used for storage of unleaded gasoline.
- 2. Remove and dispose of tank contents as non-hazardous liquid.
- 3. Remove tank, associated piping, ancillary equipment, supports, and foundations.
- 4. Take appropriate UST soil samples for proper closure report.

B. Excavation and Backfilling

- 1. Existing soils are typically clay. Groundwater and saturated soils were encountered in soil borings at some locations. Refer to soil boring logs, Appendix B:
 - a. B-4: water encountered at approximately 8 feet below surface.
 - b. B-5 and B-6: clay encountered at approximately 7 feet depth below surface.
- 2. The site is not a hazardous waste site, but due to the nature of the materials and potential hazards present, use specified procedures until closure activities are complete.

1.04 REFERENCES:

A. AMERICAN PETROLEUM INSTITUTE (API)

- API PUBL 1628 (1996) A Guide to the Assessment and Remediation of Underground Petroleum Releases
- 2. API RP 1604 (1996; R 2010) Closure of Underground Petroleum Storage Tanks
- API RP 2003 (2015; 8th Ed) Protection Against Ignitions Arising out of Static, Lightning, and Stray Currents
- 4. API RP 2219 (2016) Safe Operation of Vacuum Trucks Handling Flammable and Combustible Liquids in Petroleum Service
- API STD 2217A (2017) Safe Work in Inert Confined Spaces in the Petroleum and Petrochemical Industries
- 6. API Std 2015 (2014) Safe Entry and Cleaning of Petroleum Storage Tanks

B. U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

 EPA 530-R-97-007 (1997): Best Management Practices (BMPs) for Soils Treatment Technologies;, Suggested Operational Guidelines to Prevent Cross-Media Transfer of Contaminants During Cleanup Activities

- 2. EPA 600/4-79/020 (1983): Methods for Chemical Analysis of Water and Waste
- 3. EPA SW-846 (Third Edition; Update IV): Test Methods for Evaluating Solid Waste: Physical/Chemical Methods
- C. U.S. Code of Federal Regulations
 - 1. 29 CFR 1910 Occupational Safety and Health Standards
 - 2. 40 CFR 261 Identification and Listing of Hazardous Waste
 - 3. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
 - 4. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - 5. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - 6. 40 CFR 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
 - 7. 40 CFR 268 Land Disposal Restrictions
 - 8. 40 CFR 279 Standards for the Management of Used Oil
 - 40 CFR 280 Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST)

1.05 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Work Plan.
 - 1. Site Safety and Health Plan.
 - 2. Excavation and Material Handling Plan;
 - 3. Field Sampling and Laboratory Testing Plan
 - 4. Tank and Piping Removal And Disposal Plan
 - 5. Spill and Discharge Control Plan
 - 6. Qualifications
 - 7. Laboratory Services
 - 8. State Licensed Waste Transporter
 - 9. State Licensed Disposal Facilities
- C. Test Reports
 - 1. Laboratory and Field Testing Reports Backfill Material
 - 2. Tank Contents Verification Contaminated Water Disposal
 - 3. Soil Examination, Testing, and Analysis Backfilling
- D. Closeout Submittals: Tank Closure Reports

1.06 QUALIFICATIONS

- A. Substantiate a minimum of 5 years of tank removal experience, including subcontractors and personnel employed on the project, and certification by the State of Illinois of local authority having jurisdiction for tank removal work. Experience shall include removal, transportation, and disposal of underground tanks and associated piping, in conformance with the following:
 - 1. API RP 1604
 - 2. 40 CFR 280, State and local regulations and procedures.
 - 3. Applicable safety rules and regulations.
 - 4. Use of equipment and procedures for testing and vapor-freeing tanks.
 - 5. Handling and disposal of types of wastes encountered in underground tank and pipe removal including disposal of underground tanks and associated piping.
 - 6. Excavation, testing, and disposal of petroleum contaminated soils, liquids, and sludge.
 - 7. Project titles, dates performed, owner's names, points of contact for each project with current contact phone numbers.
- B. Laboratory Services: Submit documentation for any subcontracted laboratory services in accordance with State of Illinois certification requirements.
- C. Preconstruction Conference and Work Plan:
 - Prior to the commencement of work, a preconstruction conference will be scheduled by the Contracting Officer Representative. Prepare and submit a comprehensive Work Plan within 21 days of contract award.

- The work plan shall conform to the requirements of this specification, API RP 1604, API Std 2015, API RP 2003, API STD 2217A and API RP 2219. Allow 21 days in the schedule for the Government's review and approval.
- 3. No adjustment for time or money will be made for re-submittals required as a result of noncompliance. No work at the site is allowed, with the exception of site inspections and mobilization, until the Work Plan is approved.
- D. Work Plan minimum requirements:
 - Site Safety and Health Plan: Furnish detailed safety, health, and accident prevention provisions and develop a Site Safety and Health Plan (SSHP). Incorporate the requirements of 29 CFR 1910 and EM 385-1-1 into the SSHP. Include current training certification statement for personnel prior to entry into the work site. As a minimum, include the following:
 - Health and safety organization, including discussion of distribution of functions and responsibilities.
 - b. Organization and components of the SSHP.
 - c. Physical and chemical site hazard identification.
 - d. Basic toxicology and toxicity information.
 - e. Discussion of the EZ and CRZ.
 - f. Protective clothing.
 - g. Respiratory protection.
 - h. Personnel exposure guidelines.
 - i. Decontamination procedures.
 - j. Basic first aid review.
 - k. Emergency response and contingency plan.
 - 1. Site entry and exit procedures.
 - m. Sampling procedures.
 - 2. Excavation and Material Handling Plan: Describe methods, means, equipment, sequence of operations and schedule to be employed in excavation, transport, handling, borrowing source and stockpiling of soil during underground tank removal. Include shoring requirements. Fifteen days before beginning tank removal work, submit, for approval, a material handling plan that describes phases of dealing with the contaminated soil and water as it relates to the proposed tank[s] and piping removal, including methods of excavating, a material handling plan for the contaminated material, soil testing requirements, and water pumping and collection requirements.
 - 3. Tank and Piping Removal and Disposal Plan: Describe methods, means, sequence of operations, and schedule to be employed in the testing, pumping, cleaning, de-vaporizing, inspecting, cutting and removal, and disposal of underground storage tanks and piping. Include methods to be employed for product, sludge, vapor, and pumpable liquid removal; purging and inerting; and storage methods proposed for control of surface water. Also address the following:
 - a. Treatment Options
 - b. Identification of waste, tank and contaminated soil transporters and means of transport.
 - c. Disposal and alternate facilities, disposal or remediation.
 - d. Decontamination procedures and coordination with SSHP.
 - 4. Spill and Discharge Control Plan: Develop a comprehensive spill and discharge control plan. Consider and provide contingency measures for potential spills and discharges from handling and transportation of contaminated soils and water.
 - 5. Site Safety And Health Officer: Identify an individual to serve as the Site Safety and Health Officer (SSHO) to report problems and concerns regarding health and safety. Provide documentation that the SSHO possesses working knowledge of local and Federal occupational safety and health regulations, and provide training, in accordance with 29 CFR 1910 to Contractor employees in air monitoring practices and techniques. The SSHO shall remain onsite to provide day to day industrial hygiene support, including air monitoring, training, and daily site safety inspections. The SSHO may be assigned other duties, such as project foreman or quality control manager.
 - 6. Permits and Licenses: Obtain local, state, and federal permits and licenses that directly impact the Contractor's ability to perform the work prior to commencing removal operations.
 - Statutes and Regulations: Perform tank closures, removal, and disposal in accordance with 40 CFR 280, 40 CFR 262, 40 CFR 264, and 40 CFR 265 as well as the applicable City of Chicago, State of Illinois, and Federal regulations.

1.07 JOB CONDITIONS

- A. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of work. Perform work in a manner that will minimize disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner's Representative of activities that will affect Owner's normal operations.
- B. Removal: Dispose of items as they are removed. Storage or sale of removed items on site will not be permitted.
- C. Protection: Provide temporary fencing around excavations and stockpiles.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Backfill materials: in accordance with Section 31 00 00.
- B. Plastic sheeting: ASTM D4397.

PART 3 - EXECUTION

3.01 PREPARATION

- A. General: Furnish labor, materials, necessary permits, laboratory tests, and reports and equipment to remove and dispose of products remaining in the underground tanks; clean and make vapor free the underground tanks and connecting piping; excavate, remove designated underground tanks and associated piping, and backfill to the level of the adjacent ground; sample soil and water to determine if contaminated; dispose of tanks and associated piping, ancillary equipment and supports and foundations.
 - 1. Coordinate observation of tank removals with the Office of the Illinois State Fire Marshal (OSFM). Tank removals must be witnessed by a OSFM inspector, in conformance with OSFM requirements.
 - 2. Excavate, remove and dispose of contaminated soil, tank contents, contaminated water, if any, on a unit price basis as described in Part 1 when authorized in writing.
 - 3. Protection of Existing Structures and Utilities: Take all necessary precautions to avoid damage to existing structures, their appurtenances, monitoring wells, or utilities that may be affected by work activities. Repair any damage to utilities resulting from the Contractor's operations at no expense to the Government. Do not disturb utilities encountered which were not previously shown or otherwise located without written authorization.
 - 4. Shoring: Provide shoring as required for stabilization of soils and protection of existing structures, utilities, and personnel working within the excavation area.
- B. Before excavating, drain piping back to the tank, remove residual liquids trapped in the product lines, and remove all liquid contents from the tank. Purge and vent the tank in accordance with API RP 1604, and as specified herein.
 - 1. Removal of Product, Pumpable Liquids, and Sludge: Remove and dispose of tank product, pumpable liquids, and sludge. Temporary storage on Government facilities will be allowed only until testing is complete, and transportation is arranged.
 - 2. The Contractor is responsible for obtaining all required permits. Provide approved containers, vehicles, equipment, labor, signs, labels, placards and manifests and associated land disposal restriction notices and notifications, necessary for accomplishment of the work, including materials necessary for cleaning up spills that could occur from tank removal operations.

3.02 PURGING AND INERTING

- A. After the tank and piping contents have been removed, but prior to excavation beyond the top of the tank, disconnect all the piping, except the piping needed to purge or inert the tank.
- B. Purge flammable and toxic vapors from the tank or make the tank inert in accordance with API RP 1604, with the exception that filling with water is not permitted and, if dry ice is employed, use a minimum of 3 pounds per 100 gallons of tank volume. Continuously monitor the tank atmosphere for combustible vapors if the tank is purged, or continuously monitor for oxygen, if the tank is inerted.

3.03 EXCAVATION

- A. Perform excavation in conformance with Section 31 00 00 and the following:
- B. Excavate exploratory trenches as necessary to determine the tank location, limits and the location of ancillary equipment.
- C. Perform excavation around the perimeter of the tank to limit the amount of potentially contaminated soil that could be mixed with previously uncontaminated soil. If contaminated or possibly contaminated materials are encountered segregate contaminated soil in separate stockpiles.
- D. Maintain an excavation around the tank of sufficient size to allow workers ample room to complete the work, but also protect the workers from sliding or cave-ins. Install sheeting, bracing, or shoring in the absence of adequate side slopes if there is a need for workers to enter the excavated area. Divert surface water to prevent direct entry into the excavation.

- E. Dewater the excavation to allow adequate access to the tank and piping, to assure a safe excavation, and to ensure that compaction and moisture requirements are met during backfilling. Dewatering may result in the production of petroleum contaminated water.
- F. Collect and test water generated by dewatering during excavation required for removal of tanks or piping, surface water collected in open excavation, or water used for washing equipment or existing concrete or bituminous surfaces, in accordance with EPA 530-R-97-007, EPA 600/4-79/020, EPA SW-846 and state or locally required analyses.
- G. Temporary Containment of Excavated Soil: Provide temporary containment area near the excavated area. Cover containment area with 30 mil polyethylene sheeting. Place excavated soil on the impervious barrier and cover with 6 mil polyethylene sheeting. Provide straw bale berm around the outer limits of the containment area and cover with polyethylene sheets. Secure edges of sheets to keep the polyethylene sheeting in place.
- H. Perform excavation as necessary to remove tank piping and ancillary equipment.
- I. Secure open excavations and stockpile areas while awaiting confirmation test results from the soil beneath the tank. Backfill the excavation as soon as possible after tank and contaminated soil removals have been completed and confirmation samples have been taken. Divert surface water around excavations to prevent water from directly entering into the excavation.
- J. Hidden Structures: During excavation, if asphalt pavement, concrete slabs and foundations, or other hidden structures are encountered, remove and wash with high pressure water cleaning equipment. Remove and dispose of the pavement, concrete, and other structures as specified in Section 02 41 00 Selective Demolition.

K. Stockpiles:

- 1. Uncontaminated excavated soil shall be stockpiled and used for backfill in the tank excavation prior to using imported backfill material.
- 2. Excavated material that is visibly stained or which has an obvious petroleum odor is considered contaminated. Place allowable stockpiles of contaminated soil on an impermeable geomembrane consisting of polyethylene sheeting, a minimum of 3 layers, each 30 mils thick, and covered with a 6 mils sheet of polyethylene sheeting. Place the geomembrane and cover to prevent the stockpiled soil from coming into contact with surface water run-off, and limit the escape of the volatile constituents from stockpile

3.04 REMOVAL OF PIPING, ANCILLARY EQUIPMENT, AND TANKS UST-1 and UST-2

- A. Piping and Ancillary Equipment:
 - 1. Disconnect all piping and ancillary equipment from the tank.
 - 2. Remove the piping completely from the exterior surface of the tank. Cut piping that penetrates the building foundation outside and plug pipe end with hydraulic cement mortar to fill the remaining pipe end to a depth of 12".
 - 3. Clean the piping exterior and ancillary equipment to remove all soil.
 - 4. Ensure no spillage of the piping contents occurs.
 - 5. Remove the tank pad, wash and dispose of offsite at an approved facility.
- B. Remove the tank from the excavation and clean the exterior to remove all soil and inspect for signs of corrosion, structural damage, or leakage.
 - 1. Use only non-sparking type materials or equipment which comes into contact with the tank, or in the vicinity of the excavation such as shovels, slings and tools.
 - 2. After removal from the excavation, place the tank on a level surface adjacent to the tank excavation and secure it with wood blocks to prevent movement.
- C. Tank and Piping Excavation Examination:
 - After the tank has been removed from the ground, examine and test the adjacent and underlying soil
 for any evidence of leakage. Visually inspect the soil for staining after removal of all obviously
 contaminated soil, then screen for the presence of volatile and/or semi-volatile contamination using a
 real time vapor monitoring instrument.
 - 2. Take 12 samples of the excavation, two from each side greater than 20' in length from each side and two from the bottom of each tank per the IL EPA Guidelines for UST removal. Take samples within 24 hours after tank removal.
 - 3. Take 6 samples of the backfill to be returned to the excavation, in accordance with IL EPA backfill sampling requirements.

- 4. Analyze samples for BTEX and MtBE and compare to IL EPA TACO tables for metro areas
 - a. Material which tests below the TACO levels shall be stockpiled, and used for backfill
 - Stockpile contaminated soil or suspected contaminated soil separately.
- D. Tank Contents removal and cleaning:

IL TACO – LEVELS for BTEX								
VOC		Industrial/Commercial Route Specific Values for Soil		Construction Worker Route Specific Values for Soil		Soil Component of Groundwater Ingestion Exposure Route Values		
CAS No.	Analyte	Ingestion mg/kg	Inhalation mg/kg	Ingestion mg/kg	Inhalation mg/kg	Class I mg/kg	Class II mg/kg	
71-43-2	Benzene	100	1.6	2,300	2.2	0.03	0.17	
100-41-4	Ethylbenzene	200,000	400	20,000	58	13	19	
108-88-3	Toluene	410,000	650	410,000	42	12	29	
1330-20-7	Xylenes, Total	410,000	320	41,000	5.6	150	150	
1634-04-4	Methyl (tertiary) Butyl Ether	20,000	8,800	2,000	140	0.32	0.32	

- 1. Contents removal:
 - a. UST-1: Remove and dispose of contents as non-hazardous water.
 - UST-2: Remove and dispose of contents as non-hazardous water.
- 2. Exterior cleaning: Remove soil from the exterior of the tank, piping, and associated equipment to eliminate soil deposition on roadways during transportation to a temporary storage area, ensure markings will adhere to the surfaces, and simplify tank cutting. Use non-sparking tools to remove soil. Recover removed uncontaminated soil and soil not regulated by the state as a hazardous waste and use them as backfill in the former tank excavation.
- 3. Temporary storage: Removed tank may be stored on-site for not more than 24 hours. If the tank is stored after the tank exterior is cleaned and ancillary equipment is removed, and prior to being cut into sections, label the tank as directed in API RP 1604, place it on blocks, and temporarily store it on a flat area adjacent to the excavation. Prior to cleaning the tank interior, monitor the tank atmosphere for combustible vapors and purge or inert it if combustible vapors are detected. Provide warning labels.
- 4. Opening: Cut a sufficient number of openings, minimum 2, for disposal or entry, minimum of 9 square feet each at opposite sides or ends.
- 5. Interior cleaning: Clean tank interior using a high pressure (greater than 500 psi), low volume (less than 2 gpm) water spray or steam clean tank interior until all loose scale and sludge is removed, and contamination, in the form of a sheen, is no longer visible in the effluent stream. Clean the interior surfaces of piping, to the extent possible, using the same method used for cleaning the tank. Contaminated water generated from interior cleaning operations of both piping and tank shall not exceed the following quantities for each tank cleaned:

TANK VOLUME (GALLONS)	WASTE WATER LIMIT
1,000 or less	5%
1,001 - 10,000	5% or 100 gallons, whichever is less

a. Clean so as to eliminate, to the greatest extent possible, the need for personnel to enter the tank. Use specially designed tank cleaning equipment which allows the tank to be cleaned prior to cutting into sections without requiring personnel to enter the tank or, if less specialized equipment is used, the tank shall be partially dissected to overcome confined space entry hazards.

- b. Collect and treat wash water by passing through an oil water separator and filtration. Test and analyze treated effluent to confirm it is free of contamination. Dispose of wash water at an approved and licensed disposal facility.
- c. Remove sludge and place in suitable liquid-tight steel drums for transportation and off-site disposal at an approved, licensed facility.

3.05 TANK DISPOSAL – UST-1 and UST-2

- A. Fiberglass tanks and piping will be removed from the site and transported to a Subtitle D landfill. Salvage Rights: The Contractor retains the rights to salvage value of recycled metal, so long as the requirements of 40 CFR 266 and 40 CFR 279, and the applicable State requirements are met. At the end of the contract, provide documentation on the disposition of recycled materials.
- B. Render both tanks unusable.
- C. Remove tank and ancillary equipment from site within 24 hours of removal from the ground.

3.06 BACKFILLING

- A. Perform backfilling in accordance with Section 31 00 00 and the following:
- B. Backfill the tank area and any other excavations as soon as possible after tank and contaminated soil removals have been completed and excavation has been inspected and approved by the state inspector.

END OF SECTION 02 65 00

(PHASE II ENVIRONMENTAL INVESTIGATION REPORT FOLLOWS - 40 pages)



PHASE II ENVIRONMENTAL INVESTIGATION

Performed For:

Matt Bickel World Architects and Engineers 220 N Smith St., Suite 310 Palatine, IL 60067

On a Site Located at:

51 Raupp Boulevard Buffalo Grove, Illinois 60089

By:

Gabriel Environmental Services 1421 North Elston Avenue Chicago, Illinois 60642

Submitted on February 7, 2022

by:

Chris Benson
Project Manager

Reviewed By:

John Polich, P.

President

Project #1202151



PHASE II ENVIRONMENTAL INVESTIGATION 51 RAUPP BOULEVARD BUFFALO GROVE, ILLINOIS 60466

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1. Executive Summary

Gabriel Environmental Services (Gabriel) was retained to conduct a Phase II Environmental Boring Investigation at the property located at 51 Raupp Boulevard in Buffalo Grove, Illinois. This investigative action was performed at the request of the client.

A total of six (6) soil borings were advanced into the subsurface soils at the subject property on January 17, 2021. See Soil Boring Location Map in Appendix A for boring locations. Field screening of samples collected from the borings, including the use of a Photoionization Detector (PID), revealed no suspected contamination.

USEPA Method 5035/8260: BTEX analysis revealed no detections of contamination above the IEPA's strictest remediation objectives. Complete Laboratory Results are contained in Appendix A.

USEPA Method 8270: Polynuclear Aromatics (PNAs) analysis revealed a detection of Benzo [a] pyrene above the IEPA's lowest Tier 1 SROs. Complete Laboratory Results are contained in Appendix A.





2. Site Background

The subject property consists of an approximately 193,717-square foot (4.45 acres) irregularly shaped parcel of land located on the southeast side of Church Street and northeast of Raupp Boulevard on the south portion of Buffalo Grove, Illinois. Buffalo Grove is a suburb of the City of Chicago, and is located northwest of downtown Chicago, Illinois. The subject property is developed with a two-story building that is currently occupied by the Buffalo Grove Public Service Center.

3.1 Subsurface Soil Borings

Prior to any sampling, utility locations were marked by the appropriate authorities utilizing "JULIE," a service provided by the public utilities of the State of Illinois. JULIE was informed to notify utilities of digging and allow for marking of the utilities' underground lines.

Six (6) soil borings were advanced into the subsurface soils at the subject property on January 17, 2021. See Soil Boring Location Map in Appendix A for boring locations. Soil borings were advanced to the following depths Below Surface Grade (BSG): B-1 (12'), B-2 (12'), B-3 (12'), B-4 (12'), B-5 (12') and B-6 (12').

3.2 Sample Collection

Representative soil samples, B-1 through B-6, were collected at four (4) foot intervals from a 2.125" diameter Geoprobe Large Core sampling tube. The sampling tube was pushed through the subsurface sediments with a truck mounted Geoprobe 5410 unit as a continuous soil sample was procured to the desired depth. Soil samples were collected directly from the Acetate insert liner of the sampling tube.

All sampling equipment was then washed with alkaline detergent and rinsed with deionized water between the collections of each sample. Separate Nitrile gloves were used to remove the soil samples from each liner.

Samples submitted for laboratory analysis were transferred from the soil liner to USEPA approved Method 5035 Encore sampler in accordance with Subsection 4.5 of SW-846. Samples were then immediately placed in a cooler packed with ice to preserve the samples during transport to our laboratory, where all laboratory procedures identified in Method 5035 were followed. The Method 5035 is a closed "purge and trap" system that minimizes organic release and sample cross contamination.





Samples were preserved by placing a portion of the soil into 40 ml vials containing sodium bisulfate and methanol respectively. Sample jars are pre weighed and a specified volume of soil is collected for each preservation solution.

Groundwater samples were collected via a one inch, PVC temporary well. The temporary well was purged and the sample was removed with a disposable bailer. Samples were placed in glass jars with Teflon lids and put on ice.

3.3 Field Screening Methods

Soil samples collected in the field were screened with a MiniRae® Micro Tip Photoionization Detector (PID) with a 11.7 eV lamp. Soil types were described, and visual and olfactory indications were noted. A portion of each sample was placed into a clean plastic Ziploc® bag. The bag was sealed and placed in the cab of the truck then allowed to warm to the ambient air temperature (approximately 70° F). The probe of the PID was inserted through the seal of the plastic bag to measure the concentration of airborne photoionizable gases present in the area over the soil sample - "head space". The PID readings were used to provide relative levels of contamination in the soil samples. The PID was calibrated in the field prior to field screening.

3.4 Sample Selection and Laboratory Analysis

Six (6) soil samples B-1 (6'), B-2 (10'), B-3 (6'), B-4 (10'), B-5 (6') and B-6 (10'), were submitted to the Gabriel Environmental Services Laboratory for USEPA Method 8260: BTEX analysis. Samples were chosen for laboratory analysis based on field screening and likelihood of contamination. Complete Laboratory Results are contained in Appendix A.

Six (6) soil samples B-1 (6'), B-2 (10'), B-3 (6'), B-4 (10'), B-5 (6') and B-6 (10'), were submitted to the Gabriel Environmental Services Laboratory for USEPA Method 8270: Polynuclear Aromatics (PNAs) analysis. Samples were chosen for laboratory analysis based on field screening and likelihood of contamination. Complete Laboratory Results are contained in Appendix A.





4. Data Review

4.1 BTEX Results

USEPA Method 5035/8260 BTEX analysis utilizes Gas Chromatography and Mass Spectrometry to analyze four target compounds: Benzene, Toluene, Ethylbenzene, and Xylenes (total). BTEX analysis generates a graphic representation called a chromatogram.

Six (6) soil samples B-1 (6'), B-2 (10'), B-3 (6'), B-4 (10'), B-5 (6') and B-6 (10'), were submitted to the Gabriel Environmental Services Laboratory for USEPA Method 8260: BTEX analysis. This revealed no detections of contamination. Complete Laboratory Results are contained in Appendix A.

4.2 Polynuclear Aromatics Results

USEPA Method 8270 Polynuclear Aromatics (PNAs) analysis utilizes Gas Chromatography and Mass Spectrometry to analyze 16 target compounds. PNA analysis generates a graphic representation called a chromatogram.

Six (6) soil samples B-1 (6'), B-2 (10'), B-3 (6'), B-4 (10'), B-5 (6') and B-6 (10'), were submitted to the Gabriel Environmental Services Laboratory for USEPA Method 8270: Polynuclear Aromatics (PNAs) analysis. This revealed a detection of Benzo [a] pyrene above Residential Properties Tier 1 Ingestion. Complete Laboratory Results are contained in Appendix A.





5. Statement of Limitations

The environmental assessment detailed in this report has been performed in accordance with generally accepted methods and practices of the environmental laboratory engineering profession. The scope and depth of this study were as directed, and as agreed to, by the client.

Gabriel uses experienced and trained professionals in attempting to locate and identify hazardous materials or conditions; however, we do not warrant that all such materials have been identified. It is possible that some materials containing a hazardous substance were not visible or accessible to the surveyor or for various other reasons were not sampled.

All findings are based on documentary review, conversations, and analytical data proved by the laboratory as noted in this report. These findings are not to be considered scientific certainties. The intent of this study was to identify environmental concerns, which would be obvious to a professional's skills, standards, and knowledge. This report is not intended to represent an exhaustive research of all potential hazards, which may exist at this site.

This report also does not purport to be representative of future conditions or events. Activities that transpire subsequent to this report, which result in adverse environmental impacts, are not to be construed as relevant to this study.

This report has been performed for the exclusive use of the client. Our report and its findings shall not, in whole or part, be disseminated to any other party, nor be used by any other party without the prior written consent of Gabriel Environmental Services.





APPENDIX A

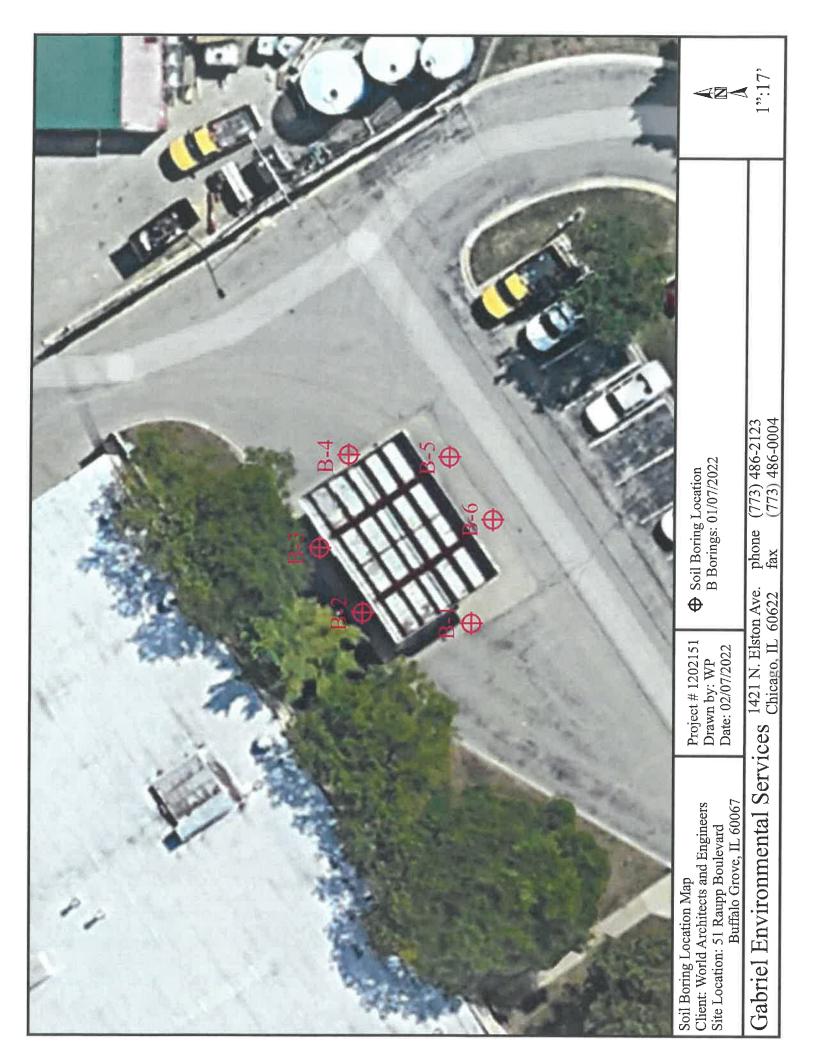


Table of Analysis - SOILS USEPA Method SW-846-5035 / 8260B; BTEX Address: 51 Raupp Blvd., Buffalo Grove, IL

Date sampled = $1/1//2024$	1/17/2022	,					Soil Component	Residential	Residential Properties	Industrial/Commercial	ommercial	Construction Worker	n Worker	
	B-1	B-2	B-3	B-4	B-5	B-6	of the	Tier 1	Tier 1	Tier 1	Tier 1	Tier 1	Tier 1	Backoround
Parameter	(9)		(9)	(10')	(9)	(10)	GW Ingestion	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	I evels
Benzene	<0.027	<0.027	<0.027	<0.029	<0.028	<0.030	0.03	12	0.80	100	1.6	2 300	22	N/A
Debardhomoon	2000	7000	2000	000	000	0000	,	1				2001	7:3	17/17
Emyloenzene	<0.027	<0.027	<0.027	<0.029	<0.028	<0.030	13	7,800	400	200,000	400	20.000	58	N/A
Toluene	<0.027	<0.027	<0.027	<0.029	<0.028	<0.030	12	16,000	650	410.000	650	410 000	42	N/4
Xylene (totals)	<0.054	<0.053	<0.053	<0.058	<0.057	<0.061	057	16 000	320	410,000	320	41,000	7.3	TANK.
							001	20,000	000	410,000	020	41,000	0.0	N/A

Units = mg/kg (parts per million)

N/A = Not Applicable

BOLD = Result Exceeds EPA TACO Tier 1/Class I SROs

Table of Analysis - SOILS EPA Method 8270: SVOCs Address: 51 Raupp Blvd., Buffalo Grove, IL

Sampling Date: 1/17/2022	7						Soil Component of Residential Properties	Residential	Properties	Industrial/Commercial	ommercial	Construction Worker	on Worker	Backeround
	B-1	B-2	833	4	B-5	B-6	the GW Ingestion	Tier 1	Tier 1	Tier 1	Tier 1	Tier 1	Tier 1	Area
Parameter	(8,)	(10,)	(6')	(10,)	(6')	(10,)	Exposure Route	Ingestion	Inhalation	Ingestion	Inhalation	Ingestion	Inhalation	Chicago
Acenaphthene	<0.330	<0.330	<0.330	<0.330	<0.330	<0.330	570	4,700	1	120,000	1	120,000	1	0.04
Acenaphthylene	<0.330	<0.330	<0.330	<0.330	<0.330	<0.330	85	2,300	1	61,000	1	61,000		0.04
Anthracene	<0.330	<0.330	<0.330	<0.330	<0.330	<0.330	12,000	23,000		610,000	ì	610,000	1	0.14
Benzo [a] anthracene	0.571	0.571 <0.330	<0.330	<0.330	<0.330	<0.330	2	6.0		90	-	170	1	0.72
Benzo [a] pyrene	0.542	0.542 <0.090	<0.090	<0.090	<0.090	<0.090	80	0.09		0.8	1	17	1	0.98
Benzo [b] fluoroanthene	0.611	0.611 <0.330	<0.330	<0.330	<0.330	<0.330	5	0.0	1	80	1	170	1	0.7
Benzo [k] fluoroanthene	0.469	0.469 <0.330	<0.330	<0.330	<0.330	<0.330	49	6	-	78		1,700	1	0.63
Benzo [g,h,i] perylene	0.489	0.489 < 0.330	<0.330	<0.330	<0.330	<0.330	27,000	2,300		61,000	i	61,000	1	0.84
Chrysene	0.598	0.598 <0.330	<0.330	<0.330	<0.330	<0.330	160	88		780	ı	17,000		1.
Dibenzo[a,h]anthracene	<0.090	<0.090	<0.090	<0.090	<0.090	<0.090	2	60.0	1	0.80	1	17.00		0.15
Fluoranthene	1.26	1.26 <0.330	<0.330	<0.330	<0.330	<0.330	4,300	3,100		82,000	1	82.000	ı	000
Fluorene	<0.330 <0.330	<0.330	<0.330	<0.330	<0.330	<0.330	260	3,100	-	82,000		82,000	ı	0.04
Ideno[1,2,3-cd]pyrene	0.462	0.462 <0.330	<0.330	<0.330	<0.330	<0.330	14	6.0	1	80		170	1	rc.
Naphthalene	<0.330 <0.330	<0.330	<0.330	<0.330	<0.330	<0.330	12	1,600	170	41,000	270	4,100	1.8	0.17
Pyrene	1.06	1.06 <0.330	<0.330	<0.330	<0.330	<0.330	4,200	2,300	1	61,000	ı	61,000	-	12
Phenanthrene	0.495	0.495 <0.330	<0.330	<0.330	<0.330	<0.330	210	2,300		61,000	-	61,000	ł	0.99

Units = mg/kg (parts per million)
--- = Not Available
BOLD = Result Exceeds IEPA TACO Tier 1/Class I SROs

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-1 (6') 10:55AM GRAB

Sample Date:

1/17/2022

Date Analyzed: Collected By:

1/18/2022 Gabriel

Method:

SW846-5035/8260B

Sample ID:

2201038-002B Date Received:

1/17/2022

Matrix: Analyst:

Solid and Chemical Materials MZ

Units:

DF:

mg/Kg-dry

PF.

				DI.			I I I	3.2	
PARAMETER	RESULT	RL.	QUAL	PARAMETER			RESULT	RL	QUAL
Benzene	BRL	0.027		Ethylbenzene			BRL	0.027	
Toluene	BRL	0.027		Xylenes, Total			BRL	0.054	
	SURROGATE			%RECOVERY	LIMITS	QUAL			
	Surr: Toluene-d	В		103	82 - 121				
	Surr: 4-Bromofile	ioropeuzeue		110	88 - 119				
	Surr: Dibromofic	ioromethane		102	89 - 127				

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-1 (6') 10:55AM GRAB

Sample Date: Date Analyzed:

1/17/2022 1/21/2022 Gabriel

Collected By: Method:

SW846-8270C

Sample ID: Date Received:

2201038-002D 1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

SUB

1

Units:

mg/Kg-dry

DF:

PF:

PARAMETER	RESULT	RL	QUAL	PARAMETER	RESULT	RL	QUAL
Acenaphthene	ND	0.330		Acenaphthylene	ND	0.330	
Anthracene	ND	0.330		Benzo(a)anthracene	0.571	0.330	
Benzo(a)pyrene	0.542	0.090		Benzo(b)fluoranthene	0.611	0.330	
Benzo(g,h,i)perylene	. 0,489.	0.330		Benzo(k)fluoranthene	0.469	0.330	-
Chrysene	0.598	0.330		Dibenzo(a,h)anthracene	ND	0.090	
Fluoranthene	1.26	0.330		Fluorene	ND	0.330	
indeno(1,2,3-cd)pyrene	0.462	0.330		Naphthalene	ND	0.330	
Phenanthrene	0.495	0.330		Pyrene	1.06	0.330	

SURROGATE %RECOVERY LIMITS QUAL Surr: Nitrobenzene-d5 27 - 157 54.0 Surr: 2-Fluorobiphenyl 68.0 38 - 110 Surr: Terphenyl-d14 81.0 55 - 120

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-2 (10') 11:55AM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/19/2022

Collected By: Method:

Gabriel

SW846-5035/8260B

Sample ID:

Date Received:

2201038-006B 1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

ΜZ

Units:

DF: 1 mg/Kg-dry PF: 5.1

PARAMETER	RESULT	RL	QUAL	PARAMETER			RESULT	RL	QUAL
Benzene	ND	0.027		Ethylbenzene			ŅD	0.027	
Toluene	ND	0.027		Xylenes, Total			ND	0.053	
	SURROGATE			%RECOVERY	LIMITS	QUAL	ı		
	Surr: Toluene-d	8.		102	82 - 121				
	Surr: 4-Bromoff	uorobenzene-		108	88 - 119				
	Surr: Dibromofle	oromethane		104	89 - 127				

Client: Gabriel Environmental Services Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-2 (10') 11:55AM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/21/2022

Collected By: Method:

Gabriel

SW846-8270C

Sample ID:

Date Received:

2201038-006D 1/17/2022

Matrix: Analyst: Solid and Chemical Materials

Units:

SUB

DF:

mg/Kg-dry PF:

				Dr.			LL:	1	
PARAMETER	RESULT	RL	QUAL	PARAMETER			RESULT	RL	QUAL
Acenaphthene	ND	0.330		Acenaphthylene			ND	0.330	
Anthracene	, ND	0.330		Benzo(a)anthrace	ne		ND	0.330	
Benzo(a)pyrene	ND	0.090		Benzo(b)fluoranth	ene		ND	0.330	
Benzo(g.h.i)perylene	ND	0.330		Benzo(k)fluoranth	ene		ND	0.330	
Chrysene	ND	0.330		Dibenzo(a,h)anthi	acene		ND	0.090	
Fluoranthene	ND	0.330		Fluorene			ND	0.330	
Indeno(1,2,3-cd)pyrene	ND	0.330		Naphthalene			ND	0.330	
Phenanthrene	ND	0.330		Pyrene			ND	0.330	
	SURROGATE			%RECOVERY	LIMITS	OUAL			
	Surr: Nitrobenze	ene-d5		70.0	27 - 157				
	Surr: 2-Fluorobi	phenyl		88.0	38 - 110				
	Surr: Terphenvi	-d14		99.0	55 - 120				

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-3 (6') 12:10PM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/19/2022

Collected By: Method:

Gabriel

SW846-5035/8260B

Sample ID:

Date Received:

2201038-008B 1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

ΜZ

Units: **DF**: 1 mg/Kg-dry PF:

				DF:	1		PF:	5.2	
PARAMETER	RESULT	RL	QUAL	PARAMETER			RESULT	RL	QUAL
Benzene	BRL	0.027		Ethylbenzene			BRL	0.027	
Toluene	BRL	0.027		Xylenes, Total			BRL	0.053	
	SURROGATE			%RECOVERY	LIMITS	QUAL	4		
	Surr: Toluene-d	8		101	82 - 121	•			
	Surr: 4-Bromoffu	orobenzene		105	88 - 119				
	Surr: Dibromofiu	oromethane		105	89 - 127				

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-3 (6') 12:10PM GRAB

Sample Date: Date Analyzed:

1/17/2022 1/21/2022

Collected By: Method:

Gabriel

SW846-8270C

Sample ID:

Date Received:

2201038-008D

1/17/2022

Matrix:

Solid and Chemical Materials

Analyst: Units:

SUB

mg/Kg-dry

				DF:	1	PF:	1	
PARAMETER	RESULT	RL	QUAL	PARAMETER		RESULT	RL	QUAL
Acenaphthene	ND	0.330		Acenaphthylene		ND	0.330	
Anthracene	ND	0.330		Benzo(a)anthrace	ne	ND	0.330	
Benzo(a)pyrene	ND	0.090		Benzo(b)fluoranth	ene	ND	0.330	
Benzo(g,h,i)perylene	ND	0.330		Benzo(k)fluoranth	ene	ND	0.330	
Chrysene	ND	0.330		Dibenzo(a,h)anthr	аселе	ND	0.090	
Fluoranthene	ND	0.330		Fluorene		ND	0.330	
ndeno(1,2,3-cd)pyrene	ND	0.330		Naphthalene		ND	0.330	
Phenanthrene	ND	0.330		Pyrene		ND	0.330	
	SURROGATE			%RECOVERY	LIMITS	OUAL		
	Sum: Nitrobenze	ene-d5		58.0	27 - 157	•		
	. Surr: 2-Fluorobi	phenyl		73.0	38 - 110			
	Surr: Terphenyl	-d14		82.0	55 - 120			

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-4 (10') 12:45PM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/19/2022

Collected By:

Gabriel

Method:

SW846-5035/8260B

Sample ID:

Date Received:

2201038-012B

1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

1

ΜZ

Units:

mg/Kg-dry

DF:

PF: 5.1

PARAMETER	RESULT	RL	QUAL	PARAMETER			RESULT	RL	QUAL
Benzene	ND	0.029		Ethylbenzene			ND	0.029	n
Toluene	ŅD	0.029		Xylenes, Total			ND	0.058	
	SURROGATE			%RECOVERY	LIMITS	QUAL			
	Surr: Toluene-d	8		99.6	82 - 121	-			
	Surr: 4-Bromofle	uorobenzene		.105	88 - 119				
	Surr: Dibromofi	uoromethane		101	89 - 127				

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-4 (10') 12:45PM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/21/2022

Collected By: Method:

Gabriel

SW846-8270C

Sample ID:

Date Received:

2201038-012D 1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

SUB

Units: DF:

mg/Kg-dry PF:

1

PARAMETER	RESULT	RL	QUAL	PARAMETER			RESULT	RL	QUAL
Acenaphthene	ND	0.330		Acenaphthylene			ND	0.330	
Anthracene	ND	0.330		Велzo(a)anthrace	ne		ND	0.330	
Benzo(a)pyrene	ND	0.090		Benzo(b)fluoranth	ene:		ND	0.330	
Benzo(g,h,i)perylene	ND	0.330		Benzo(k)fluoranth	ene		ND	0.330	
Chrysene	ND	0.330		Dibenzo(a,h)anthr	acene		ND	0.090	
Fluoranthene	ND	0.330		Fluorene			ND	0.330	
Indeno(1,2,3-cd)pyrene	ND	0.330		Naphthalene			ND	0.330	
Phenanthrene	ND	0.330		Pyrene			ND	0.330	
	SURROGATE			%RECOVERY	LIMITS	QUAL			
	Surr: Nitrobenze	ne-d5		64.0	27 - 157				
	Surr: 2-Fluorobij	phenyl		73.0	38 - 110				
	Surr: Terphenyl-	d14		80.0	55 - 120				

Client: Gabriel Environmental Services Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-5 (6') 1:15PM GRAB

Sample Date: Date Analyzed: 1/1/7/2022 1/19/2022

Collected By:

Method:

Gabriel

SW846-5035/8260B

Sample ID:

Date Received:

2201038-014B

1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

Units:

mg/Kg-dry

DF:

PF:

							•	-	
PARAMETER	RESULT	RL	QUAL	PARAMETER	^	RES	SULT	RL	QUAL
Benzene	BRL	0.028		Ethylbenzene		NI)	0.028	
Toluene	BRL	0.028		Xylenes, Total		BR	RL.	0.057	
	SURROGATE			%RECOVERY	LIMITS	QUAL			
	Surr: Toluene-d	8		103	82 - 121				
	Surr: 4-Bromoflu	ıorobenzene		107	88 - 119				
	Surr: Dibromofle	oromethane		103	89 - 127				

Environmental Services

Client: Gabriel Environmental Services Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-5 (6') 1:15PM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/21/2022

Collected By: Method:

Gabriel SW846-8270C Sample ID:

2201038-014D

Date Received:

1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

SUB

Units:

mg/Kg-dry

	30.00007.00			DF:	1	PF:	1	
PARAMETER	RESULT	RL	QUAL	PARAMETER		RESULT	RL	QUAL
Acenaphthene	ND	0.330		Acenaphthylene		ND	0.330	
Anthracene	ND	0.330		Benzo(a)anthrace	ne	ND	0.330	
Benzo(a)pyrene	ÑD	0.090		Benzo(b)fluoranth	ene	ND	0.330	
Benzo(g,h,i)perylene	ND	0.330		Benzo(k)fluoranth	ene	ND	0.330	
Chrysene	, ND	0.330		Dibenzo(a,h)anthr	acene	ND	0:090	
Fluoranthene	NĎ	0.330		Fluorene		ND	0.330	
indeno(1,2,3-cd)pyrene	ND	0.330		Naphthalene		ND	0.330	
Phenanthrene	ND	0.330		Pyrene		ND	0.330	
	SURROGATE			%RECOVERY	LIMITS	QUAL		
	Surr: Nitrobenz	ene-d5		58.0	27 - 157	-		
	Surr: 2-Fluorob	iphenyl		76.0	38 - 110			
	Surr: Terpheny	-d14		81.0	55 - 120			

Client: Gabriel Environmental Services

Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-6 (10') 1:35PM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/19/2022

Collected By: Method:

Gabriel

SW846-5035/8260B

Sample ID:

Units:

DF:

Date Received:

2201038-018B 1/17/2022

Matrix:

Solid and Chemical Materials

Analyst:

1

ΜZ

mg/Kg-dry PF: 5.2

PARAMETER	RESULT	RL.	QUAL	PARAMETER			RESULT	RL	QUAL
Benzene	ND	0.030		Ethylbenzene			ND	0.030	
Toluene	BRL	0.030		Xylenes, Total			ND	0.061	
	SURROGATE			%RECOVERY	LIMITS	QUAL			
	Surr: Toluene-d	8		97.6	82 - 121	_			
	Surr: 4-Bromofli	orobenzene		104	88 - 119				
	Surr: Dibromoflu	oromethane		105	89 - 127				

Client: Gabriel Environmental Services Project: 51 Raupp Blvd., Buffalo Grove, IL

Client Sample ID:

B-6 (10') 1:35PM GRAB

Sample Date: Date Analyzed: 1/17/2022 1/21/2022

Collected By:

Gabriel

Method:

SW846-8270C

Sample ID:

Date Received:

2201038-018D 1/17/2022

Matrix:

Analyst:

Solid and Chemical Materials SUB

mg/Kg-dry Units:

DF:

PF:

							K E e	1	
PARAMETER	RESULT	RL	QUAL	PARAMETER			RESULT	RL	QUAL
Acenaphthene	ND	0.330		Acenaphthylene			ND	0.330	
Anthracene	ND	0.330		Benzo(a)anthrace	ne		ND	0.330	
Benzo(a)pyrene	NĐ	0.090		Benzo(b)fluoranth	ene		ND	0.330	
Benzo(g,h,i)perylene	ND	0.330		Benzo(k)fluoranth	ene		ND	0.330	
Chrysene	ND	0.330		Dibenzo(a,h)anthr	acene		ND	0.090	
Fluoranthene	ND	0.330		Fluorene			ND	0.330	
indeno(1,2,3-cd)pyrene	ND	0.330		Naphthalene			ND	0.330	•
Phenanthrene	ND	0.330		Pyrene			ND	0.330	
	SURROGATE			%RECOVERY	LIMITS	OUAL			
	Surr: Nitrobenze	ne-d5		65.0	27 - 157	-			
	Surr: 2-Fluorobij	phenyl		75.0	38 - 110				
	Surr: Terphenyl-	d14		89.0	55 - 120				

Data Release Authorized By:

Date:

1/27/2022

Christina Zvonarits, Laboratory Supervisor



Case Narrative

CLIENT:

Gabriel Environmental Services

WO#:

2201038

Project:

51 Raupp Blvd., Buffalo Grove, IL

Date:

1/27/2022

Gabriel Environmental Services: IL NELAP Accreditation #100239

This report in its entirety consists of the documents listed below. All documents contain the Gabriel Environmental Services Work Order Number assigned to this report.

- 1. Paginated Report including: Case Narrative and Analytical Results.
- 2. Copies of the Chain of Custody Documents supplied with this sample set.

Concentrations reported with an E flag in the Qual field are values that exceed the upper quantification range. There is greater uncertainty associated with these results and data should be considered as estimated.

This report relates only to the samples reported and may not be reproduced, except in full, without written permission from Gabriel Environmental Services.

Test results meet all requirements of TNI unless otherwise noted below.

Any comments or problems with the analytical events associated with this report are noted below.

Polynuclear Aromatic Hydrocarbons was Sub Contracted. (NELAP) SUB Accreditation Number 100292 VOC sample preserved on 1/17/22 at 4:45PM.



Case Narrative

CLIENT:

Gabriel Environmental Services

WO#:

2201038

Project:

51 Raupp Blvd., Buffalo Grove, IL

Date:

1/27/2022

	Q	ualifier	'S
Flag	Description	Flag	Description
#	Result exceeded MCL or Permit Limit	MI	Matrix interference
†	No matrix spikes; Sample was analyzed in duplicates	MS	Matrix spikes outside of Control Limits
*	Result based on (MDL) Method Detection Limit	N	Analyte is not part of our NELAC accreditiation
<	Analyte not detected at or above the reporting limit	NA	Not available/not applicable
Α	This value is the average of replicate analyses	ND	Analyte not detected
В	Analyte detected in associated method blank/Blank was not within Quality control limits	Passed	For Paint Filter. No Free liquid present. For organic matter. No Precipitation present
BOD Test	All (BOD's) Biological Oxygen Demand analyses are read and set after 2pm	Р	For screening purposes only
BRL	Analyte detected Below Reportable Limits	Q	Recovery outside control limits; Matrix effect
С	Result based on Chromium, total analysis	R	%RPD Relative Percent Difference was not within quality control limits
D	Surrogates diluted out; recovery not available	RL	Reporting Limit
E	Estimated result; concentration exceeds calibration	s	Laboratory control standard outside of Quality Control
F	Field measurement	SB	BOD Seeded Blank; outside of control limits of 0.6-1.0 mg/L
Failed	Eor Paint Eilter. Free liquid present. Eor Organic Matter. Precipitation present	SUB	Analysis performed by subcontractor
G+	Glucose/glutarnic acid standard recovery was above laboratory limit but below required method limit 115.4%	Т	Result based on Total Cyanide
G-	Glucose/glutamic acid standard recovery was below method limit 84.6%	U	Result based on Total Sulfide
G	Glucose/glutamic acid standard recovery was below laboratory limits but above required method limit 84.6%	w	TSS minimum weight of 2.5mg dried residue was not med due to insufficient sample amount received/clean sample
Н	Analysis or extraction exceeded holding time	NES	Not enough sample to run / re-run analysis
J	Concentration less than reporting limit; based on detection limit. Estimated Result	FPC	Flow Proportional Composite
L	Analysis performed on delonized leachate	HSD	Hammond Sanitary District
m	Manual Integration used to determine area response	GSD	Gary Sanitation District
MDL	Method Detection Limit	See COC	Sample temperature upon receipt exceeded 0∼6℃

OT, enelyX-q2m Quant Results File: 122221SL.RES Chlorobenzene-d5 (i),1 Ins GC/MS 1.00 C:\HPCHEM\1\METHODS\2021\122221SL.M (RTE Integrator) TIC: V00020.D Oluene (CCC),TCM Multiplr: Vial: Operator: 운(유명단은) 8b-eneuloT 8.00 Inst 7.50 7.00 C:\HPCHEM\1\DATA\2022\011822\V00020.D 6.50 I,(i) enexnedorouffiG-P, I 6.00 Pentafluorobenzene (i),i MOT, anasnad 2,(ARU2) ensitamoroultomordiQ 5.50 2022 5.00 Wed Jan 19 10:31:39 Initial Calibration 2201038-002B 0.97g/5ml 18 Jan 2022 10:31 pm 4.50 MS Integration Params: RTEINT.P 3.50 4.00 Quant Time: Jan 19 10:36 2022 8260B V3 SO SAMP VOC SCM 3.00 2.50 1.50 2.00 Response via Last Update Data File Acq On Sample Method Title 120000-100000 380000 300000 280000 240000 220000 200000 180000 160000 140000 80000 00009 40000 Abundance 360000 340000 320000 260000 20000 Misc

P-Bromofluorobenzene (SARUS)

1,(i) 4b-eneznedonoldoid-4

10.00 10.50 11.00 11.50 12.00 12.50 13.00 13.50 14.00 14.50 15.00 9.50 9.00 8.50

2.2,4--Trimethylbenzene,7-4,2,1

10.00 10.50 11.00 11.50 12.00 12.50 13.00 13.50 14.00 14.50 15.00 I,(i) Ab-enschedonolidaid-2,(ARU2) eneschedoroultomora-q Quant Results File: 122221SL.RES Chlorobenzene-d5 (i),1 9.50 Ins GC/MS 9.00 1.00 C:\HPCHEM\1\METHODS\2021\122221SL.M (RTE Integrator) TIC: V00012.D 8.50 Multiplr: Vial: Operator: Z,(ARUZ) 8b-eneuloT 8.00 Inst 7.50 7.00 C:\HPCHEM\1\DATA\2022\011922\V00012.D 19 Jan 2022 4:53 pm 6.50 I,(i) anaxnedonouñiQ-4,? 6.00 I,(i) ensanedorouñstne9 5.50 2.(ARUS) ensittemorouthomoralio : Thu Jan 20 11:48:51 2022 5.00 Initial Calibration 2201038-006B 0.98g/5ml 4.50 Misc : SAMP VOC SCM MS Integration Params: RTEINT.P 4.00 Quant Time: Jan 19 17:09 2022 OT, anotabA 8260B V3 SO 3.50 3.00 2.50 2.00 Response via Last Update 20 Data File Acq On Sample Method Title 450000 400000 350000 300000 250000 200000 150000 100000 20000 Abundance. 500000

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V00013.D 122221SL.M

Thu Jan 20 11:50:12 2022

Pag

Vial:

\V00015.D	
\DATA\2022\011922\	
\2022\	15 pm
\DATA	6:15
HPCHEM\1\	2022
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••	٠
Data File	מט איי

19 Jan 2022 6:15 pm 2201038-014B 1.01g/5ml Acq on Sample

Misc : SAMP VOC SCM MS Integration Params: RTEINT.P

Quant Time: Jan 20 11:52 2022

GC/MS 1.00 Multiplr: Operator: Inst

Ins

Quant Results File: 122221SL.RES

C:\HPCHEM\1\METHODS\2021\122221SL.M (RTE Integrator) 8260B V3 SO Thu Jan 20 11:48:51 2022 Last Update

Method

Title

380000

360000 340000

2 bundance

320000

300000 280000

Initial Calibration Response via

TIC: V00015.D

I,(i) +b-anaznadeneinaid S.(SNR) eneanced Chlorobenzene-d5 (i),1 2,(ARUS) 8b-eneuloT I,(i) enexnedonouffiG-4,1 1,(i) ensanedoroulistre9 Dibromofluoromethane (SURR),S

> 220000 200000 180000 160000

260000 240000 Page

10.00 10.50 11.00 11.50 12.00 12.50 13.00 13.50 14.00 14.50 15.00

9.50

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MOT,(OOO) ensulo

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GABRIEL Environmental Services

Chain of Custody Record

GABRIEL CHICAGO GABRIEL WISCONSIN 1421 N ELSTON AVE 1500 S. Sylvanía #112 Chicago, II, 60642 Sturtevant, WI 53177 Phone (773) 486-212: Phone (262) 886-9505 Fox (773) 486-0004 Fox (262) 886-5910

3177 Highiand, IN 46322 1412 8522 Kennedy Ave. 3177 Highiand, IN 46322 5-9505 Phone (219) 972-1110 710 Fax (219) 972-1211

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Matrix Cooles:

AQ = Aqueous. SE = Saline/Estuarine. DW = Drinking Water. NAQ = Non-Aqueous Liquid.

BY = Biological Tissues. S = Solid CW = Chemical Waste.

Preservation Codes:

A = None B = HCL C = H₂SO₄ D= HNO₃ E= Di H₂O F = Methanol
G = NAOH H= Sodium Bisulfate Solution 1 = Sodium Thiosulfate J= Other

GABRIEL Environmental Services

Chain of Custody Record

Chicago, IL 60642 Stutevant, WI 53177 Phone (773) 486-212: Phone (262) 886-9505 Fox (773) 486-0004 Fox (262) 886-5910 1500 S. Sylvania #112 GABRIEL WISCONSIN 1421 N ELSTON AVE GABRIEL CHICAGO

GABRIEL HIGHLAND

Highland, IN 46322 Phone (219) 972-1110 Fox (219) 972-1211 8522 Kennedy Ave.

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AQ = Aqueous SE = Saline/Estuarine DW = Drinking Water NAQ = Non-Aqueous Liquid BT = Biological Tissues S = Solid CW = Chemical Waste Matrix Codes:

A = None B = HCL C = H₂SO₄ D= HNO₃ E= DI H₂O F = Methanol G = NAOH H= Sodium Bisulfate Solution I = Sodium Thiosulfate J= Other Preservation Codes:



APPENDIX B

Environmental Services

1421 N. Elston Ave. Chicago, Illinois 60642

Phone: 773.486.2123 Fax:773.486.0004

Soil Boring Log

Boring ID:

B-1

Total Depth:

12'

PROJECT INFORMATION

PROJECT:

World Architects and Engineers

SITE LOCATION:

51 Raupp Blvd., Buffalo Grove, IL

JOB NO.:

1202151

LOGGED BY:

Wesley Pesantez

PROJECT MANAGER:

Chris Benson

Soil Boring Information

DRILLER:

KUrt Neitzke

RIG TYPE:

Geoprobe 5410

SAMPLE DEVICE:

2.125 Inch Direct Push Geoprobe

DATE:

Depth	Soil Samples	Soil Description	Sample Analyzed	PID	Sample Recovery	Comments	TSF
0		Concrete: Concrete					
	****	Pea Gravel: Pea Gravel, Loose		0.0			
	• • • • •			0.0			
	****			0.0			
4-	••••			0.0	30%	Dry	
	****			0.0			
-	••••		BTEX, PNAs	0.0			
	****			0.0			
8-	****			0.0	40%	Dry	
	****			0.0			
124	••••			0.0			
	****			0.0			
12				0.0	30%	Dry	

Environmental Services

1421 N. Elston Ave. Chicago, Illinois 60642

Phone: 773.486.2123 Fax:773.486.0004

Soil Boring Log

Boring ID:

B-2

Total Depth:

12'

PROJECT INFORMATION

PROJECT:

World Architects and Engineers

SITE LOCATION:

51 Raupp Bivd., Buffalo Grove, IL

JOB NO.:

1202151

LOGGED BY: PROJECT MANAGER: Wesley Pesantez

Ch

Chris Benson

Soil Boring Information

DRILLER:

KUrt Neitzke

RIG TYPE:

Geoprobe 5410

SAMPLE DEVICE:

2.125 Inch Direct Push Geoprobe

DATE:

TSF

Environmental Services

1421 N. Elston Ave. Chicago, Illinois 60642

Phone: 773.486.2123 Fax:773.486.0004

Soil Boring Log

Boring ID:

B-3

Total Depth:

12'

PROJECT INFORMATION

PROJECT:

World Architects and Engineers 51 Raupp Blvd., Buffalo Grove, IL

SITE LOCATION: JOB NO.:

1202151

LOGGED BY:

Wesley Pesantez

PROJECT MANAGER:

Chris Benson

Soil Boring Information

DRILLER:

KUrt Neitzke

RIG TYPE:

Geoprobe 5410

SAMPLE DEVICE:

2.125 Inch Direct Push Geoprobe

DATE:

PROJEC	MANAGER:	Chris Benson			DATE.	January 7, 202	2	
Depth	Soil Samples	Soil Description	Sample Analyzed	PID	Sample Recovery	Comments	TSF	
0	The state of the s	Concrete: Concrete						
	****	Pea Gravel: Pea Gravel, Loose		0.0				
	****			0.0				
4-	****			0.0				
	••••			0.0	25%	Dry		
	• • • • •			0.0				
			BTEX, PNAs	0.0				
8-	••••			0.0	35%	Dry		
	••••			0.0				
	****			0.0				
				0.0				
12	••••			0.0	70%	Dry		

PROJECT:

JOB NO.:

LOGGED BY:

SITE LOCATION:

Environmental Services

1421 N. Elston Ave. Chicago, Illinois 60642

PROJECT INFORMATION

Phone: 773.486.2123 Fax:773.486.0004

1202151

Wesley Pesantez

Soil Boring Log

Boring ID:

B-4

Total Depth:

12'

Soil Boring Information

World Architects and Engineers
51 Raupp Blvd., Buffalo Grove, IL

KUrt Neitzke

RIG TYPE:

Geoprobe 5410

SAMPLE DEVICE:

2.125 Inch Direct Push Geoprobe

DATE:

PROJECT	MANAGER:	Chris Benson		[DATE:	January 7, 2022	2
Depth	Soil Samples	Soil Description	Sample Analyzed	PID	Sample Recovery	Comments	TSF
0	databalahdalahdal databalahdalahdal	Asphalt: Asphalt					
į	00000	Fill: Fill, Loose		0.0			
	****	Pea Gravel: Pea Gravel, Loose		0.0			
-	••••			0.0			
4-	••••			0.0	60%	Dry	
-	••••			0.0			
	****			0.0			
	****	Clay and City		0.0		Dry	
8-		Clay and Silt: Brown/Grey Silty Clay, Firm		0.0	70%	Wet	
-				0.0			
-		Clay and Silt: Dark Brown Silty Clay, Firm	BTEX, PNAs	0.0			
	::::::::::::::::::::::::::::::::::::::			0.0			
12	<u> </u>			0.0	100%	Wet	

Environmental Services

1421 N. Elston Ave. Chicago, Illinois 60642

Phone: 773.486.2123 Fax:773.486.0004

Soil Boring Log

Boring ID:

B-5

Total Depth:

12'

PROJECT INFORMATION

PROJECT:

World Architects and Engineers 51 Raupp Blvd., Buffalo Grove, IL

SITE LOCATION: JOB NO.:

1202151

LOGGED BY:

Wesley Pesantez

PROJECT MANAGER:

Chris Benson

Soil Boring Information

DRILLER:

KUrt Neitzke

RIG TYPE:

Geoprobe 5410

SAMPLE DEVICE:

2.125 Inch Direct Push Geoprobe

DATE:

PROJECT	T MANAGER:	Chris Benson			DATE:	January 7, 202	2
Depth	Soil Samples	Soil Description	Sample Analyzed	PID	Sample Recovery	Comments	TSF
0		Asphalt: Asphalt					
	0	Fill: Fill, Loose		0.0			
		Pea Gravel: Pea Gravel, Loose		0.0			
3				0.0			
4-	****			0.0	40%	Dry	
	****			0.0			
	****		BTEX, PNAs	0.0			
		Clay and Silt: Grey/Brown Sitly Clay, Firm		0.0			
8-		Clay and Silt: Grey Silty Clay, Firm		0.0	5%	Dry	
				0.0			
				0.0			
				0.0			
12	I:I:I:			0.0	70%	Dry	

Environmental Services

1421 N. Elston Ave. Chicago, Illinois 60642 Phone: 773.486.2123 Fax:773.486.0004

Soil Boring Log

Boring ID:

B-6

Total Depth:

12'

PROJECT INFORMATION

PROJECT:

World Architects and Engineers 51 Raupp Blvd., Buffalo Grove, IL

SITE LOCATION: JOB NO.:

1202151

LOGGED BY: PROJECT MANAGER: **Wesley Pesantez**

Chris Benson

Soil Boring Information

DRILLER:

KUrt Neitzke

RIG TYPE:

Geoprobe 5410

SAMPLE DEVICE:

2.125 Inch Direct Push Geoprobe

DATE:

PROJECT MANAGER: Chris Benson					January 7, 2022			
Depth	Soil Samples	Soil Description	Sample Analyzed	PID	Sample Recovery	Comments	TSF	
0		Asphalt: Asphalt						
4	* * * * *	Concrete: Concrete		0.0				
	****	Pea Gravel: Pea Gravel, Loose		0.0				
	****			0.0				
==	****			0.0				
4-	****			0.0	60%	Dry		
	****			0.0				
	****		BTEX, PNAs	0.0				
		Clay and Silt: Brown Silty Clay, Firm		0.0				
8-	=:			0.0	50%	Dry		
				0.0				
		Clay and Silt: Grey Silty Clay, Firm		0.0				
				0.0				
12				0.0	30%	Dry		