

INVITATION FOR BID

**CITY OF JOLIET
PURCHASING DIVISION**
150 West Jefferson Street
Joliet, Illinois 60432-4156
(815) 724-3925

You are invited to submit a sealed bid, subject to the terms and conditions of this Invitation to Bid, to the Office of the City Clerk, City of Joliet, 150 West Jefferson Street, Joliet, Illinois 60432, on the bid opening date and time specified herein. Due to City Hall being closed, deliveries can be made to the lobby of the Joliet Police Station, 150 W. Washington St., Joliet, IL 60432 **THIS CONTRACT IS SUBJECT TO THE PREVAILING WAGE ACT TO THE EXTENT REQUIRED BY LAW**

PROJECT TITLE: DEMOLITION OF 100 - 106 E WASHINGTON STREET JOLIET, IL

DEPARTMENT: Community and Economic Development (Neighborhood Svcs)

PROJECT NO: 2508-0620 (General Corp Funding)

SUBMITTAL DATE AND TIME: June 8, 2020 at 9:20 AM

BID DEPOSIT REQUIREMENTS

<input checked="" type="checkbox"/> Required 10% of the bid; Bid Bond or Certified or Cashier's Check	<input type="checkbox"/> Not Required
---	---------------------------------------

DESCRIPTIVE LITERATURE AND TECHNICAL DATA

<input type="checkbox"/> To Be Submitted with Bid	<input type="checkbox"/> Not Required	<input checked="" type="checkbox"/> As Required By Specifications
--	---------------------------------------	--

PERFORMANCE BOND

<input checked="" type="checkbox"/> Required 100% of the base bid	<input type="checkbox"/> Not Required
--	---------------------------------------

CERTIFICATE OF INSURANCE

<input checked="" type="checkbox"/> Required, to be on file in the Purchasing Division, prior to commencing work – See Article 8 of the General Conditions.	<input type="checkbox"/> Not Required
---	---------------------------------------

QUESTIONS REGARDING THIS INVITATION TO BID SHOULD BE DIRECTED TO GABE FRIEND, NEIGHBORHOOD SERVICES, (815) 724-4099 gfriend@joliet.gov. OR MEG MCEVILLY (815) 724-3925

**DEPARTMENT OF MANAGEMENT & BUDGET
PURCHASING DIVISION
MARGARET E. MCEVILLY
PURCHASING/CONTRACTS ADMINISTRATOR
PHONE: 815/724-3925
FAX: 815/724-3929
mmcevilly@joliet.gov**



Prospective Bidders:

Enclosed are bid documents which may be of interest to your company.

Please note the date as to when these bids will be opened.

This bid document must be returned intact (the same order as received). Failure to do so may invalidate your proposal.

All bids shall be submitted in an opaque, sealed envelope following the instructions below, prior to the time and date set forth for bid opening in the notice to bidders. Each bid shall be addressed to the city clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid, to be opened for the contract considered, at the date and hour set forth in the invitation to bid.

The bidder shall also state on the envelope that he/she is in receipt of all addendums to the contract.

Due to the COVID-19 pandemic, the City of Joliet has decided to take certain steps to maintain social distancing in order to try and keep everyone safe. The bid/proposal opening for this project is being moved from the City Clerk's Office at 150 W. Jefferson St., Joliet, IL 60432 to the lobby of the Joliet Police Station, 150 W. Washington St., Joliet, IL 60432.

With this in mind, please note, there will be NO public bid opening per se. For social distancing reasons, individuals who drop their bids off cannot stay for the bid opening. We will videotape the opening and that video will be available to view if you wish. Bid results will be posted as usual on the City's website for that project and emails sent out to individuals who have subscribed to the RSS feed for that project.

It is preferable that you mail your bids/proposals.

They should be addressed as follows:

**CITY OF JOLIET -SEALED BID ENCLOSED
OFFICE OF THE CITY CLERK
150 W. WASHINGTON ST.
JOLIET, IL 60432**

If you do choose to hand deliver your bid/proposal, they are to be hand delivered in the Lobby of the Police Department, 150 W. Washington St., Joliet, IL 60432 and marked clearly on the outside of the package with the SEALED BID FOR NAME OF THE PROJECT, DATE AND TIME OF THE BID/PROPOSAL OPENING, NAME AND ADDRESS OF YOUR COMPANY on the outside of the package. Please make sure that you tell the person that you hand the package to that it is a sealed bid/proposal for them to time stamp delivery.

Please note: all addendums are to be acknowledged on the outside of your bid/proposal package.

We appreciate your patience during these trying times.

Any questions or clarifications concerning these specifications should be directed to Margaret e. Mcevilly, contract administrator, phone no. (815) 724-3925 or (815) 724-3929 fax.

Any oral or written comments received from any other person other than the contract administrator, will not be considered and also, may invalidate your proposal.

Thank you for bidding.

MAYOR
Bob O'Dekirk

INTERIM CITY MANAGER
Steve Jones

COUNCILPERSONS
Don Dickenson
Bettye Gavin
Sherri Reardon
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Michael F. Turk

CONTRACT ADMINISTRATOR
Margaret E. McEvelly

Demolition of 100 - 106 E Washington St.

DOCUMENT 00 01 10

TABLE OF CONTENTS

Section Title

PROCUREMENT AND CONTRACTION REQUIREMENTS GROUP
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

INTRODUCTORY INFORMATION

00 01 10 Table of Contents

PROCUREMENT REQUIREMENTS

00 11 16 Invitation to Bid

00 21 13 Instructions to Bidders

00 41 13 Bid Form - Stipulated Sum – TO BE RETURNED BY THE BIDDER

CONTRACTING REQUIREMENTS

00 52 14 Agreement Form - (Single-Prime Contract)

00 73 13 Supplementary Conditions

00 91 13 Addenda (if any)

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

01 00 00 General Conditions

1. Contract Documents

1.1 Definitions

1.2 Contract Description and Intent

1.3 Specification Conventions

2. Owner

2.1 Owner

2.2 Preconstruction Meetings

3. Contractor

3.1 Contractor

3.2 Demolition and Excavation Permits

3.3 Sales Tax

4. General Demolition Specifications

4.1 General Utilities

4.2 Water and Sewer Connections

4.3 Demolition and Site Clearance

4.4 Dust Control

4.5 Foundation and Masonry Block

4.6 Party Walls

4.7 Concrete Slabs and Floors

4.8 Retaining Walls

4.9 Sanitary Sewers and Drains

4.10 Metal

4.11 Trees and Vegetation

4.12 Hazardous Materials

4.13 Miscellaneous Materials

4.14 Filling of Basement

4.15 Gratings and Trap Doors

4.16 Disposal

4.17 Recapture of Freon

Demolition of 100 - 106 E Washington St.

5. Submittals
6. Payment and Completion
7. Protection of Persons and Property
 - 7.1 Safety
 - 7.2 Site Identification
8. Insurance
 - 8.1 Contractor's Liability Insurance
 - 8.2 CERCLA Indemnification
9. Changes in the Work
10. Uncovering and Correction of Work
11. Contract Closeout
12. Termination of the Contract
 - 12.1 Termination by the Contractor
 - 12.2 Termination by the Owner
13. Local Bidder Ordinance

FACILITY CONSTRUCTION SUBGROUP
DIVISION 02 - EXISTING CONDITIONS
02 41 16 General Demolition

DIVISION 03 TO 30 – NOT USED

SITE AND INFRASTRUCTURE SUBGROUP
31 00 05 Site Clearing and Earth Moving

APPENDICES

- Appendix A – Affidavits - TO BE RETURNED BY THE BIDDER
- Appendix B – Will County Prevailing Wages
- Appendix C – List of Apprenticeship Programs - TO BE RETURNED BY THE BIDDER
- Appendix D – Local Bidder Form

ATTACHMENTS

- Exhibit A – Site Map
- Exhibit B – Pre Demolition hazardous material report

END OF DOCUMENT

Demolition of 100 - 106 E Washington St.

DOCUMENT 00 11 16

INVITATION TO BID

Project: **2508-0620** DEMOLITION OF 100 - 106 E Washington Street

Project Address: 100 - 106 E Washington St., Joliet IL

Property Owner: City of Joliet

Project Manager: Gabe Friend 815-724-4099 gfriend@joliet.gov

The City of Joliet, Illinois does hereby invite sealed bids from qualified bidders for the demolition of city owned property located at 100 - 106 E Washington Street, Joliet, IL 60432. The Owner will receive Bids from qualified bidders until 9:20 AM local prevailing time on the day of June 8, 2020 for the following project: **2508-0620** DEMOLITION OF 100 - 106 E Washington Street

Electronic copies can be downloaded free of charge at <http://www.joliet.gov/departments/finance/purchasing/bids-proposals>. All Bidding Document holders should sign up for RSS feeds at <http://joliet.gov/departments/finance/purchasing/bids-proposals/demolition> and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at <http://www.joliet.gov/departments/finance/purchasing/bids-proposals>. The potential contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

The City of Joliet has a local qualified bidder ordinance that applies to this contract.. Refer to other bidding requirements described in Document 00 21 13 Instructions To Bidders.

Submit your Bid on the Bid Form provided. Bidders are required to complete all Bid Forms. Bidders may supplement this form as appropriate. Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The successful bidder shall provide Performance Security and Certificate of Insurance as specified in the Contract Documents.

The City of Joliet reserves the right to accept or reject any and all proposals, parts of any and all proposals or to waive technical errors or omissions in submitted proposals.

The contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et seq.) to the extent required by law and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances).

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246. MBE/WBE: Women and Minority Owned Businesses are encouraged to submit bid(s).

The City of Joliet reserves the right to accept or reject any and all quotes, parts of any and all quotes or to waive technical errors or omissions in submitted quotes.

STEVE JONES
Interim City Manager

MARGARET E. MCEVILLY
Purchasing/Contracts Administrator

Please publish in the Labor Record and provide a Certificate of Publication
END OF DOCUMENT

Demolition of 100 - 106 E Washington St.

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

- 1.2 Bid Submission.
- 1.3 Intent.
- 1.4 Contract Time.
- 1.5 Definitions.
- 1.6 Contract Documents Identification.
- 1.7 Availability of Documents.
- 1.8 Examination of Documents.
- 1.9 Interpretation of Contract Documents Prior to Bidding.
- 1.10 Inquiries and Addenda.
- 1.11 Site Examination.
- 1.12 Prebid Conference.
- 1.13 Bidder Qualifications.
- 1.14 Notice to Bidders - Applicability, Employment, and Wages.
- 1.15 Notice to Bidders - Ethics Ordinance.
- 1.16 Submission Procedure for Bid.
- 1.17 Bid Ineligibility.
- 1.18 Performance Assurance.
- 1.19 Bid Form Signature.
- 1.20 Bid Opening.
- 1.21 Duration of Offer.
- 1.22 Acceptance of Offer.

1.2 BID SUBMISSION

- A. Bids signed, executed, and dated will be received by the Owner located at the Office of the City Clerk, 150 W Jefferson St., Joliet, IL 60432 until 9:20 AM local prevailing time on the day of June 8, 2020.
- B. Complete and submit Appendix A – Affidavits with Bid.
- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work as indicated in Section 01 00 00 General Conditions - 1.2 Contract Description and Intent, to complete the demolition of city owned property located 100 - 106 E Washington Street, Joliet, IL for a Stipulated Sum Price contract, in accordance with Contract Documents.

1.4 CONTRACT TIME

- A. Work shall be commenced within thirty (30) days after the issuance by the City of a Notice to Proceed, subject to unavoidable delay. The Contractor shall prosecute the Work in a manner that will not delay the completion of the Contract. Contractor shall coordinate its work with

Demolition of 100 - 106 E Washington St.

that of all other Contractors, suppliers and/or material men so as not to delay or damage their performance.

1. "Unavoidable Delay" is a delay resulting from (a) city-wide or industry-wide strikes or lock-outs, (b) Acts of God, (c) inability to obtain labor or materials due to governmental restriction, (d) enemy action, (e) civil commotion, (f) fire, (g) unavoidable casualty, (h) work stoppages caused by illegal acts of third parties.
 2. Unavoidable delay does not include (a) changes in prices, (b) Contractor's insolvency, financial condition, or any other monetary problem, (c) the insolvency, financial condition, or refusal to perform by any contractor, subcontractor, or professional retained by Contractor (including but not limited to engineers, architects, or attorneys) or (d) the administrative delay of any governmental or nongovernmental agency, commission, or board.
- B. Time is of the essence of this Agreement. Contractor shall provide Owner with scheduling information in a form acceptable to Owner and shall conform to Owner's progress schedules, including any changes made by Owner in the scheduling of work.
- C. If Contractor shall fail to commence the Work within the specified time, or to prosecute said Work continuously with sufficient workmen and equipment to assure its completion within the time herein specified for completion, or to perform said Work according to the provisions of the contract, or if for any other cause or reason whatsoever Contractor shall fail to carry on the Work in an acceptable manner, the Owner may elect to give notice in writing of such default, specifying the same, and if the Contractor, within 24-hours of receiving notice, shall not proceed in accordance therewith, then the Owner shall have full power and authority, without process of law and without violating this Agreement, to take the prosecution of all or part of the Work out of the hands of the Contractor and complete it with its own forces, or contract with other parties for its completion, or use such other measures as in Owner's opinion are necessary for its completion, including the use of the equipment, plant and other property of Contractor on the Work at no cost to the Owner for the use of the same. Neither by the taking over of the Work nor by its completion in accordance with the terms of this provision shall Owner forfeit its right to recover damages from Contractor or from Contractor's surety for failure to complete or for delay in such completion. Should the expenses incurred by Owner in taking over and completing the Work be less than the sum that would have become payable under this Agreement if said Work had been completed by Contractor, then Contractor shall be entitled to the difference. Should the expense exceed the said sum, Contractor and Contractor's surety shall be liable to the Owner for the amount of such excess. Upon the taking over of the Work by Owner as herein provided for, no further payment will be made to Contractor until the Work is completed, and any moneys due or that may become due Contractor under this Agreement will be withheld and may be applied by the Owner to payments for labor, materials, supplies and equipment used in the prosecution of the Work, for the payment of rental charges on the equipment used therein, and to the payment of any excess cost to Owner of completing the said Work.
- D. The Contractor shall work in accordance with any schedule established by the Owner, including any updated or modified schedules. The Contractor shall assist the Owner in developing schedules and monthly updates by providing all relevant information concerning or affecting its progress, including the duration and sequence of its activities, and by cooperating in the coordination of its Work with that of other Contractors.
- E. DELAY - Should Contractor delay Owner, any other Contractor, or anyone else on the Project, Contractor will indemnify Owner and hold Owner harmless for any damages, claims, demands,

Demolition of 100 - 106 E Washington St.

liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Owner connected with said delay by Contractor.

1.5 DEFINITIONS

- A. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- B. Bid Sum Price: Monetary sum identified by the Bidder in the Bid Form.
- C. Bidding Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form and Appendices identified.
- D. City: The City of Joliet, Illinois, a municipal corporation. Also known as the Owner.
- E. Contract Documents: Contract including issued Addenda and all listed Documents.

1.6 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project File: Demolition 100 - 106 E Washington St., as prepared by Project Manager and identified in the Table of Contents.

1.7 AVAILABILITY OF DOCUMENTS

- A. Due to Covid 19, City Hall is currently closed. Bidding Documents may be obtained on the City's website at <http://joliet.gov/departments/finance/purchasing/bids-proposals/demolition>.
- B. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.8 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Project Manager if documents are incomplete.
- B. Immediately notify Project Manager upon finding discrepancies or omissions in Bidding Documents.

1.9 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, he may submit to the City, as agent for the Owner, a written request for interpretation thereof not later than seven days before the bids will be opened:
 - 1. The person submitting the request shall be the responsible for its prompt delivery.
 - 2. Interpretation or correction of proposed Contract Documents will be made only by Addendum, and will be mailed or delivered to each bidder of record.
 - 3. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Meg McEvilly, Contracts Administrator, City of Joliet, 150 W Jefferson St., Joliet, IL 60432.

Demolition of 100 - 106 E Washington St.

- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be sent to known Bidders. Addenda become part of the Contract Documents. Include resultant costs in the Bid Sum Price.
- E. Information relevant to Bidding Documents will be issued by Addendum.

1.11 SITE EXAMINATION

- A. The Project site can be visited by interested parties. Please contact Gabe Friend at (815) 724-4099 to arrange a site visit.

1.12 PREBID CONFERENCE

- A. There will not be a pre-bid conference for this project. See 1.10 Inquiries and Addenda above and direct questions in writing to Meg McEvelly, Contracts Administrator, City of Joliet, 150 W Jefferson St., Joliet, IL 60432.

1.13 BIDDER QUALIFICATIONS

- A. Companies submitting bids must be properly organized under law and duly authorized to do business in the State of Illinois.
- B. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, license to perform work in the State of Illinois, County of Will, and the City of Joliet and other information as may be required by Ordinance.
- C. The City of Joliet has adopted the Responsible Bidder Ordinance. In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract and include satisfactory evidence thereof in its bid.
 1. The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in Illinois.
 2. The bidder must have a valid Federal Employer Tax Identification Number or Social Security Number.
 3. The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order No. 11246.
 4. The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation and product liability.
 5. The bidder must comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130) as amended, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
 6. All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act must submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.
 7. For demolition or construction projects (construction of new facilities, renovation of existing facilities, or road construction projects) over \$25,000.00, the bidder must provide apprenticeship and training programs that are either registered with the United States Department of Labor's Bureau of Apprenticeship and Training or are reasonably equivalent to such programs.

1.14 NOTICE TO BIDDERS - APPLICABILITY, EMPLOYMENT, AND WAGES

- A. Contractor and its subcontractors shall comply with all laws, ordinances and regulations pertaining to the municipal purchase of goods and services and the construction of public works. This shall include, but shall not be limited to, the Public Construction Bond Act, the Joliet Code of Ethics and the Joliet Procurement Code.
- B. This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et. seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed.
1. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.
 2. It shall be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. A contractor or subcontractor who fails to comply with this subsection (1.14(B)2) is in violation of this Act.
 - a. When a contractor has awarded work to a subcontractor without a contract or contract specification, the contractor shall comply with subsection (2) by providing a subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project. A contractor or subcontractor who fails to comply with this subsection (1.14(B)2(a)) is in violation of this Act.
 3. The City shall also require in all contractor's and subcontractor's bonds that the contractor or subcontractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument. All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract.
 4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the contractor and each subcontractor, of the revised rate.
 5. It shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. In lieu of posting on the project site of the public works, a contractor which has a business location where laborers, workers, and mechanics regularly visit may:
 - a. Post in a conspicuous location at that business the current prevailing wage rates for each county in which the contractor is performing work; or
 - b. Provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. A failure to post or provide a prevailing wage rate as required by this Section is a violation of this Act.
 6. Payroll
 - a. Contractor and subcontractors shall make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on

Demolition of 100 - 106 E Washington St.

- the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
- b. Submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (a) of this subsection (6), but may exclude the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: 1) such records are true and accurate; 2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and 3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
 - c. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification.
 - d. Any contractor or subcontractor subject to this Act who fails to submit a certified payroll or knowingly files a false certified payroll is in violation of this Act and guilty of a Class B misdemeanor.
 - e. The public body in charge of the project shall keep the records submitted in accordance with this paragraph (1.14 (B)6(b)) for a period of not less than 3 years. The records submitted in accordance with this paragraph shall be considered public records, except an employee's address, telephone number, and social security number, and made available in accordance with the Freedom of Information Act. The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section.
7. Upon 7 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (6) of subsection (1.14(B)) to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 7 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.
 8. The City may require proof of payment of fringe benefits into a US Department of Labor approved plan.
- C. It is the responsibility of the contractor to check with the Illinois Department of Labor for the most up to date wages for the month in which the work has taken place and to pay accordingly. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

1.15 NOTICE TO BIDDERS - ETHICS ORDINANCE

- A. The City of Joliet has approved an Ethics Ordinance on August 18, 1992 (Ordinance No. 9967; Section 2-333 et seq. of the Code of Ordinances of the City of Joliet). The Ethics Ordinance prohibits any City of Joliet elected or appointed official or any City of Joliet employee from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee anything, item, service, or favor of value to influence that person's decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the City Manager, including any solicitation of a thing of value by a City official or employee. A bidder or contractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of contract, or

Demolition of 100 - 106 E Washington St.

declaration of ineligibility to bid on future contracts. A copy of the Ethics Ordinance is available in the City Clerk's office for your review.

1.16 SUBMISSION PROCEDURE FOR BID

- A. Submit one copy of executed offer on Bid Forms (Document 00 41 13) provided, signed and sealed, Appendix A – Affidavits, Appendix C – List of Apprenticeship Programs, and a 10% Bid Bond in a closed opaque envelope, clearly identified with Bidder's name, Project name, contract number, and Owner's name on the outside. **ALL REQUESTED INFORMATION IS REQUIRED TO BE PROVIDED OR YOUR BID WILL NOT BE ACCEPTED.**
 - 1. Clear acknowledgement of receipt of issued Addenda identified on the outside of the envelope.

1.17 BID INELIGIBILITY

- A. Bids that contain irregularities of any kind may be declared unacceptable at Owner's discretion.

1.18 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as follows:
 - 1. The Contractor must provide contract performance security based upon 100% of the contract base bid. This security must be in the form of a surety bond licensed in Illinois with a Best's rating of no less than A-. THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.
- B. Include the cost of performance assurance bonds in the Bid Sum Price and identify the cost when requested by the Owner.

1.19 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer in their normal signature. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.
 - 4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.20 BID OPENING

- A. There will be NO public bid opening per se. For social distancing reasons, individuals who drop their bids off cannot stay for the bid opening. We will videotape the opening and that video will be available to view if you wish. Bid results will be posted as usual on the City's website for that project and emails sent out to individuals who have subscribed to the RSS feed for that project. **DURATION OF OFFER**

Demolition of 100 - 106 E Washington St.

- B. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.21 ACCEPTANCE OF OFFER

- A. The contract will be awarded to the lowest responsible bidder, or any other bidder determined by the Mayor and City Council to be in the best interest of the City.
- B. The City reserves the right to reject any or all bids or to waive any non-conformity in bids received whenever such rejection or waiver is in the best interests of the City.
- C. The City also reserves the right to reject the bid of a bidder that has previously failed to satisfactorily perform a contract, has not completed contracts on time, or that the City determines is not able to timely perform the contract in a satisfactory manner.
- D. In determining responsibility, the following qualifications will be considered by the City:
 - 1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - 2. Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - 4. The quality of performance of previous contracts or services;
 - 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - 6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - 7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - 8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- E. Unless otherwise specified by the City, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Bidder may restrict its bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon. The City reserves the right to accept or reject any bid in which the bidder names a total price for all the articles without quoting a price on each and every item.

END OF DOCUMENT

Demolition of 100 - 106 E Washington St.

DOCUMENT 00 41 13

BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

To: City of Joliet

Project: **2508-0620** DEMOLITION OF 100 - 106 E Washington Street

Date: _____

Submitted by: _____

(full name and address) _____

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, Bid Documents and Contract Documents prepared by the City of Joliet for the above mentioned project, we the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Sum of:

\$ _____ dollars, in lawful money of the United States of America.

All applicable taxes are included in the Bid Sum.

1.2 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven (7) days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven (7) days of receipt of Notice of Award in the form described in Section 00 21 13 Instructions to Bidders, 1.20.
 - 3. Furnish a listing of all employees that will be working on the project, along with their hire date, within seven (7) days of receipt of Notice of Award.
 - 4. Commence work within fifteen (15) days after written Notice to Proceed.

1.3 CONTRACT TIME

- A. If this bid is accepted, we will:
 - 1. Commence the Work within thirty (30) calendar days from Notice to Proceed, and diligently prosecute the work until it is complete.

1.4 ADDENDA

- A. The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____
 - 2. Addendum # _____ Dated _____

Demolition of 100 - 106 E Washington St.

1.5 APPENDICES

- A. Affidavits are appended hereto and identified as Appendix A.
- B. Prevailing Wage Appendix B – Will County Prevailing Wages
- C. Appendix C – List of Apprenticeship Programs

1.6 BID FORM SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Contact Person for Bidder's Company _____

Phone Number _____

FAX Number _____

E-Mail Address _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT is made and entered into on the date stated below by and between the City of Joliet, a municipal corporation (hereinafter called the "Owner" or the "City") and _____ (hereinafter called the "Contractor").

WHEREAS, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work; and the City agrees to pay for the work as set forth in the Contract Documents.

The Contract Documents shall consist of the following listed documents which are hereby made part of this agreement as if recited at length herein:

- 1) **Invitation to Bid (00 11 16)**
- 2) **Instruction to Bidders (00 21 13)**
- 3) **Contractor's Bid Form (00 41 13)**
- 4) **Agreement (00 52 14)**
- 5) **Supplementary Conditions (00 73 13)**
- 6) **Addenda (if any, 00 91 13)**
- 7) **General Conditions (01 00 00)**
- 8) **Divisions 02-31 of the Specifications**
- 9) **Performance Security**
- 10) **Certificate of Additional Insurance**
- 11) **Appendix A – Affidavits**
- 12) **Appendix B – Will County Prevailing Wage Rate**
- 13) **Appendix C – List of Apprenticeship Programs**
- 14) **Appendix D – Local Bidder Form**

IN WITNESS WHEREOF, the Owner and the Contractor, by their duly authorized representatives have hereunto set their hands this _____ day of _____, 2020.

The City of Joliet, Illinois

Contractor

BY: _____
Steve Jones
Interim City Manager

Print Name of Contractor

DATE: _____

BY: _____

ATTEST:

Print Name

Christa Desiderio
City Clerk

DATE: _____

APPROVED AS TO FORM:

TITLE: _____

Martin J. Shanahan, Jr.
Corporation Counsel

ATTEST:

Print Name

Demolition of 100 - 106 E Washington St.

SECTION 01 00 00

GENERAL CONDITIONS

PROJECT ADDRESS – 100 - 106 E Washington Street

There were environmental contaminants there identified as a result of a pre-demolition assessment. The environmental remediation WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROPERLY ABATE. The demolition contractor will coordinate with the project manager, Gabe Friend prior to commencement of demolition work to ensure all environmental concerns have been properly abated. Documentation of abatement, and clearance letters shall be submitted to the project manager. See Exhibit B for the Pre-Demolition Report.

There is a current water service to 100 E Washington, and a separate water service at 106 E Washington. The contractor shall properly terminate the water and sewer for both properties as outlined in the general specs 4.2.

This project will require the demolition of all structures on the property. See the site map Exhibit A for more information.

See Exhibit A for the site map. A minimum of 6" of topsoil shall be installed with the exception of the main building footprint. After demolition, the area needs to be seeded and mulched with the exception of the main building footprint. The main building footprint is bordered on all sides by gravel parking area. The Contractor shall fill this main building footprint to make this area gravel parking as well, see fill materials 2.1 for those specs.

The contract shall be subject to the provisions of the Prevailing Wage Act (820 ILCS 130/1 et seq.) to the extent required by law and the City of Joliet Procurement Code (Section 2-430 – 2-453 of the Code of Ordinances).

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

- 1.1.1 Contractor or General Contractor: The registered entity responsible for all labor, materials, equipment, and services furnished under a particular contract. The Contractor shall perform or cause to be performed all of the work required by the Contract Documents.
- 1.1.2 Designated Utilities: means any underground or overhead line, system or facility used for producing, storing, conveying, transmitting, or distributing communication, electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam or sewerage, including storm drainage, that services the property
- 1.1.3 Dust: shall mean airborne particulate matter that is associated with or results from the Contractor's activities: Of particular concern is dust associated with the Contractor's demolition activities; truck traffic onto and off of the Site; loading and decontamination of transportation vehicles; and wind traversing exposed stockpiled soil and debris.

Visible dust shall mean dust that can be detected visibly, without instrumentation.
- 1.1.4 Final grade: The approximate existing elevation of the ground surrounding a basement.
- 1.1.5 Furnish: To supply and deliver, unload, inspect for damage.
- 1.1.6 Install: To furnish and unpack, assemble, erect, apply, place, finish, cure, protect, clean, and make ready for use.
- 1.1.7 Local Building Code: The City of Joliet building code, including all amendments thereto, as adopted and in force on the date of the awarding of the contract.
- 1.1.8 Material: Article, item, material, or supply consumed or used in a construction project and incorporated in the constructed building or structure. See Products.
- 1.1.9 Overall Allowance: Where allowances are specified, overall allowance is the average cost per unit.
- 1.1.10 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse. The Contractor warrants to the Owner that all materials and equipment incorporated in the work will be new, unless otherwise specified, and that the work will be of good and workmanlike quality, free from faults and defects.
- 1.1.11 Project Manager: Designated City of Joliet representative.
- 1.1.12 Provide: To furnish and install.
- 1.1.13 Repair: To repair an existing item or structure to its proper condition and operation.
- 1.1.14 Replace: To remove an existing item or structure and provide and install a new item or structure in its place that performs the same function.
- 1.1.15 Remove: To remove an item or structure completely, including sealing off any attachments and repairing as necessary the structure left behind. Materials, equipment, and systems scheduled for removal shall be legally disposed of.
- 1.1.16 Subcontractor: Any person or entity who has a subcontract to perform any portion of the Work or supply any services, labor, or materials, including without limitation, professional and management services, in connection with the Work.
- 1.1.17 Work: Means all labor necessary to produce the construction required by the Contract

Demolition of 100 - 106 E Washington St.

Documents and all material and equipment incorporated or to be incorporated in such construction.

1.2 CONTRACT DESCRIPTION AND INTENT

The objective of this project is to demolish the structures and paved areas on the grounds of 100 - 106 E Washington Street and restore the site to open space. The site shall be restored as open space for future development potential.

- 1.2.1 The Contract Documents consist of the Invitation to Bid, Instructions to Bidder, Contractor's Bid Form, Owner-Contractor Agreement, The Conditions of the Contract (General and other Conditions), the Specifications, And all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is a (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.
- 1.2.2 Work of the Project includes the demolition of buildings at 100 - 106 E Washington Street, Joliet, IL. The work shall be completed totally conforming to the specifications herein.
- 1.2.3 The intent of this contract is to provide for the proper execution and completion of the Work described herein. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results.
- 1.2.4 All work will be performed in compliance with the current City of Joliet building codes and the Contract Documents. Full compliance with the Contract Documents is required unless noted by written instrument executed by both the Owner and the Contractor. Where there is any discrepancy between City Building Codes and the Contract Documents, the stricter interpretation shall prevail.

1.3 SPECIFICATION CONVENTIONS

- 1.3.1 These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

ARTICLE 2

OWNER

2.1 OWNER

- 2.1.1 The City of Joliet, Neighborhood Services Division will be the interpreter of the requirements of the Contract Documents. It will have the authority to reject work which does not conform to the Contract Documents and to require that rejected work be corrected at the expense of the Contractor and without an extension of the completion deadline. It will make decisions on all claims and disputes and such decisions will be binding on both parties.
- 2.1.2 The Owner may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 2.1.3 If the Contractor fails to correct defective Work as required or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written notice, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 3

CONTRACTOR

3.1 CONTRACTOR

- 3.1.1 The Contractor shall supervise and direct the work with reasonable professional skill. The Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
- 3.1.2 The Contractor shall coordinate scheduling, submittals, and Work of various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- 3.1.3 Quality Control
 - 3.1.3.1 The Contractor warrants to the Owner that all work will be of good and workmanlike quality, free from faults and defects.
 - 3.1.3.2 Monitor quality control over site conditions and workmanship to produce Work of specified quality.
- 3.1.4 Work By Contractor's Own Forces
 - 3.1.4.1 All site work and demolition of all buildings listed in the bid form shall be performed by the contractor's own forces or, upon prior approval by the City of Joliet, Illinois, by a bonafide subcontractor.
- 3.1.5 No substantial part of any such building shall be sold to a person or firm under any form of agreement whatsoever which requires or permits such person or firm to dismantle or demolish such building or substantial portion thereof. Exception to this requirement may be allowed at the discretion of the Project Manager in the case of specialized intricate or hazardous equipment or fixtures. The City of Joliet, Illinois, reserves the right to limit the amount of work which this contractor may sublet or the number of sub-contracts which he may negotiate under this contract.
- 3.1.6 The Contractor (and subcontractors) shall not assign this Agreement without the prior written consent of the City.
- 3.1.7 Cutting and Patching
 - 3.1.7.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.
 - 3.1.7.2 The Contractor shall employ skilled and experienced installer to perform cutting and patching of streets and other public right-of-ways.
- 3.1.8 The public right-of-way adjacent to any demolition site under this contract shall at all times be kept free of materials or debris resulting from the contractor's operations.
- 3.1.9 During the winter season the contractor shall also, during the life of this contract, keep all public sidewalks adjacent to the contract site free from snow and ice as required by City Ordinance.
- 3.1.10 Public streets, alleys, or other thoroughfares anywhere in the City, used by the contractor in carrying out this contract, shall at all times be kept free of litter attributable to him, and his trucks or other vehicles shall be so loaded and equipped as to prevent leakage, blowing off, or other escape of any portion of whatever is being hauled. Any cost incurred by the City of Joliet, Illinois, in cleaning up such litter will be charged to the contractor and shall be deducted from funds due or to become due him under this contract.
- 3.1.11 Progress Cleaning and Waste Removal

Demolition of 100 - 106 E Washington St.

- 3.1.11.1 Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
 - 3.1.12 The Contractor is prohibited from using any part or area of land or parcels outside of the actual contract site or sites for his operations, for storage of material or equipment, or for disposal of waste or for any other purposes without consent of the City of Joliet, Illinois.
 - 3.1.13 Final Cleaning
 - 3.1.13.1 Execute final cleaning prior to final inspection.
 - 3.1.13.2 Clean Site, yard and grounds, including landscape development areas, of rubbish, waste material, litter, salvaged materials, and foreign substances.
 - 3.1.13.3 Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to smooth, even-textured surface.
 - 3.1.13.4 Remove tools, temporary construction, equipment, machinery, and surplus material from Site.
 - 3.1.14 The Contractor covenants, agrees and does hereby indemnify and hold harmless and defend the City of Joliet and its officers and employees, the United States Department of Housing and Urban Development and their agents and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Agreement or the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same. The Contractor shall also indemnify and hold harmless the Owner from and against any and all claims brought or asserted against the Owner in connection with the work.
- 3.2 DEMOLITION AND EXCAVATION PERMITS
- 3.2.1 Contractor is required to obtain excavation and demolition permits before any excavation or demolition work is started.
 - 3.2.2 A demolition permit will not be issued until all designated utility connections have been terminated and said terminations have been inspected and approved.
- 3.3 SALES TAX
- 3.3.1 Sales to the City of Joliet are exempt from State and local retailers' occupation tax, State and local Service Occupational Tax, use tax, and Service Use Tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9992-5631-05.

ARTICLE 4

GENERAL DEMOLITION SPECIFICATIONS

4.1 GENERAL UTILITIES

- 4.1.1 The City has the responsibility of properly abandoning natural gas and electric utilities that still service the property.

4.2 WATER AND SEWER CONNECTIONS

- 4.2.1 The Contractor shall be responsible to properly abandon the water and sewer service lines to the structures. **There are two known water services at these buildings. One services the building at 100 E Washington St, and the second services the building at 106 E Washington St.** The water lines shall be terminated in the street. The contractor shall comply

Demolition of 100 - 106 E Washington St.

with all City codes and ordinances regulating excavations in public rights-of-way.

- 4.2.1.1 The Contractor shall disconnect the water services at the water main. The corporation stops shall be turned off and capped with a brass caps or plugs.
- 4.2.1.2 At least three (3) feet of the water service lines shall be removed at the main.
- 4.2.1.3 The location of the corporation stops shall be noted and this information given to the City.
- 4.2.1.4 The buffalo boxes and curb stops shall be removed completely.
- 4.2.1.5 All water service pipes from the curb stop to the structure shall be removed.
- 4.2.1.6 No building is to be demolished until the existing water service has been terminated at the corporation by the contractor and inspected by the City's Water Department.
- 4.2.2 The Contractor shall remove the water meter (s), meter connections, and remote reading device from the structure. The meter shall be delivered intact to the City's Water and Sewer Service Center at 921 East Washington Street. The Contractor shall mark clearly on the meter the location from which it was removed.
- 4.2.3 The Contractor shall remove all sewer lateral pipes from the structure to the property line. The sewer lateral shall be plugged completely with not less than eight (8) inches of concrete or mortar.
 - 4.2.3.1 The end of the sewer lateral shall be noted and this information given to the City.
 - 4.2.3.2 A pressure treated lumber 4 x 4 shall be placed at the end of the sewer lateral to note its location for future use.
- 4.2.4 If so directed in the specifications, the Contractor shall disconnect the sewer lateral at the main sewer.
 - 4.2.4.1 The Contractor shall remove at least three (3) feet of service line at the main.
 - 4.2.4.2 The old lateral and the wye shall be plugged completely with not less than eight (8) inches of concrete or mortar.
 - 4.2.4.3 The location of the wye shall be noted and this information given to the City.
- 4.2.5 Cutting and Patching
 - 4.2.5.1 The Contractor shall employ skilled and experienced installer to perform cutting and patching of streets and other public right-of-ways.

4.3 DEMOLITION AND SITE CLEARANCE

- 4.3.1 The removal of any building from the site in a whole or substantially whole condition is prohibited.
- 4.3.2 Historic Artifacts: Historic artifacts, including cornerstones and their contents, commemorative plaques and tablets, antiques, and other articles of historic significance, remain property of Owner. Notify the Project Manager if such items are encountered and obtain approval regarding method of removal and salvage for the Owner.
- 4.3.3 Salvable Materials, as determined by the contractor, shall be kept in orderly segregation as the work progresses and all waste material shall be promptly disposed of. All lumber containing nails shall be kept in compact piles.
- 4.3.4 Structural parts of buildings, such as columns, beams and joists, supporting the floor of any story shall be left in place until the walls, flooring and partitions, of that story are completely removed, beginning at the top and working downward.
 - 4.3.4.1 Exception to this requirement will be made in the case of wood frame buildings of non-rigid frame masonry or concrete buildings if the contractor elects to use an approved

Demolition of 100 - 106 E Washington St.

alternate procedure for progressive or simultaneous wrecking of all parts of the building, provided the type and location of the building and the contractor's proposed method are all such that danger to the contractor's personnel, the public or to adjacent property will not be increased thereby.

- 4.3.4.2 No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods which will insure safety and minimize dust, noise and/or other nuisance.
- 4.3.4.3 Outside chimneys or outside portions of chimneys shall be razed in advance of general demolition of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building. Any part of a building whether structural, collateral or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible cause of collapse at the end of any day's work.

4.4 DUST CONTROL

- 4.4.1 The Contractor shall implement a dust and vapor control plan. Contractor shall execute work by methods to minimize generation of dust from demolition activities. Fugitive dust control strategies shall be composed of a balance of available dust mitigation techniques applied on an as needed basis by construction site supervision to: prevent dust from exiting the Work zone; prevent visible emissions from exceeding air quality regulations; and prevent public nuisance.
- 4.4.2 Dust control shall include: wind breaks and barriers; frequent water applications; control of vehicle access; vehicle speed restrictions; covering of piles; use of gravel at site exit points to remove caked on dirt from tires and tracks; cleaning of equipment at the end of each work day and prior to site removal; sweeping of public thoroughfares, and work stoppage as necessary to maintain compliance with dust control requirements.
- 4.4.3 Prevent wind erosion and air pollution by wetting down, or applying other approved dust control measures to the Work Site. Contractor will control the generation of dust, which could violate State and local air pollution control standards or damage onsite/offsite facilities.

4.5 FOUNDATION AND MASONRY BLOCK

- 4.5.1 Building foundation walls, including cross-walls, partitions, columns, piers, areaways, stairwells, chimneys, porches, steps and platforms, fuel storage supports, coal chutes, service or access wells, interior or exterior dock walls and floor, machinery and equipment foundations and all similar structures and parts shall be demolished to at least two feet (2') below final grade and removed from the site.
 - 4.5.1.1 All such walls, structures and parts exposed on the interior of basements, except perimeter walls against earth, shall be further removed to basement floor level.
 - 4.5.1.2 Floor over tunnels occurring under basement floor shall be broken out and the tunnels shall then be treated in the same manner as specified for basements.
 - 4.5.1.3 Fills of earth, sand, gravel, crushed rock, cinders or similar materials under docks or floors elevated above outside ground level shall not be removed from the site but shall be cleared of all interior cross walls, piers, columns, equipment foundations, etc., down to the level of the outside ground, and left in such condition that fill materials will not be readily washed out onto public sidewalks or thoroughfares.
- 4.5.2 During the demolition process, contractor will be careful to note both foundations and masonry block. Some buildings or dwellings constructed circa early 1900's have foundations and masonry block of limestone. The City of Joliet is interested in retrieving and preserving materials of this nature.

Demolition of 100 - 106 E Washington St.

4.6 PARTYWALLS

- 4.6.1 Where two or more buildings are connected by a party wall and one building is to be demolished, the contractor shall be responsible for any movement or deviation of said wall, and shall take the necessary precautions or protect the wall from movement or deviation at his own expense.
- 4.6.2 Party walls of greater height than the remaining structure shall be brought down to the height of said structure and made water tight.
- 4.6.3 All openings, except pipe and duct chases in the remaining portion of the party wall shall be closed with brick, mortar or other material similar to that in the party wall. Any loose material shall be removed from the party wall and its surface left in a reasonably smooth, patched and sound condition.
- 4.6.4 Returns on party walls shall not project more than twelve inches (12") and shall be cut off and dressed in a reasonably smooth and plumb condition.
- 4.6.5 The contractor shall be liable for any damage caused by loose material falling from the party wall or deviation thereof. The foregoing shall also include party walls found during the progress of the work and not indicated in the plans or specifications.
 - 4.6.5.1 Said work to be done at the contractor's expense

4.7 CONCRETE SLABS AND FLOORS

- 4.7.1 Concrete or brick floors of basements, or of areaways, stairwells or depressed structures, occurring more than two feet (2') below final grade need not be removed. Concrete slabs over basements or crawl spaces shall be broken up and removed from the site, or used as debris fill. However, prior placing of any fill or debris or other material, basement floors shall be broken through at all low points which could collect water and not less than ten (10) square feet of floor at each point shall be removed in such a manner as to provide drainage.
 - 4.7.1.1 Floors of exterior stairwells, areaways or depressed structures more than four feet (4') below final grade shall be broken through and not less than five (5) percent of the floor area removed for drainage.
- 4.7.2 Concrete slabs on ground, including floors of basementless buildings, entrance slabs, patios, garage or shed floors, and similar exterior slabs whether of concrete, masonry, rock or stone shall be removed.
 - 4.7.2.1 All hazardous open pits and recesses shall be filled with thoroughly tamped damp earth or mortar, whichever is required to completely eliminate the hazard. Sewers, stacks, or other sanitary ducts extending to or through the floors and slabs shall be sealed as provided in Section 1.24 below.
- 4.7.3 Paved driveways and sidewalks, including that portion of driveway or approach outside the property lines and including walks and steps leading to the property from the public sidewalk, shall be broken up and completely removed or used as debris fill.

4.8 RETAINING WALLS

- 4.8.1 Retaining walls on the perimeter of parcels will not, in general, be required to be removed. All other retaining walls and curbs extending eight inches (8") or more above adjacent ground or final grade shall be removed to ground level.
- 4.8.2 Where retaining walls or curbs are required to be removed, the embankment shall be graded down to a slope of not greater than 30 degrees with horizontal, or as nearly 30 degrees as proximity to streets, alleys, or other structures will permit.

Demolition of 100 - 106 E Washington St.

- 4.8.2.1 In some instances compliance with this paragraph may necessitate removal of basement walls to a greater depth than would otherwise be required.

4.9 SANITARY SEWERS AND BUILDING DRAINS

- 4.9.1 Sanitary sewers, drains, and similar facilities serving each building shall be capped and sealed to the satisfaction of the project manager before general demolition of that building is begun. Partial removal of sufficient portions of a structure shall be performed where necessary to permit sealing of sanitary or drainage systems in advance of general demolition of that structure, except where such local removal would create a hazard to safety.
- 4.9.2 Soil pipe and stacks shall be cut off neatly and shall be plugged with a suitable material which will enable the solid placing of not less than eight inches (8") of good, well-tamped mortar in the open end of the pipe. If open sewer pipe of clay, asbestos, or fiber are unearthed or exposed, it shall be plugged in the manner specified for soil pipes.
- 4.9.3 The exposed end of any piping forming a part of a sanitary system shall not be left in such a condition or position that it might subsequently be broken below the cap or plug. The contractor shall install such fill or earth or concrete as is necessary to protect such piping against future loosening or breakage.
- 4.9.4 Outdoor toilets shall be pumped out by a City licensed scavenger, and the pit shall be completely filled with Type D Fill as specified in Section 31 20 00. The toilet building shall be demolished and removed from the site.

4.10 METAL

- 4.10.1 All materials or objects of metal of any kind, including metal lath, shall be removed from the site, except that completely embedded reinforcing or small metal attachments to concrete or masonry used for debris fill need not be removed.
- 4.10.2 Reinforcing bars, mesh, railing, poles or metal inserts of any kind, protruding from concrete or masonry above the final grade or adjacent ground, shall be cut off as short as possible and removed from the site and the remaining stubs shall be battered into a condition and position so as not to constitute a hazard to foot traffic or mowing operations.

4.11 TREES AND VEGETATION

- 4.11.1 Dead or damaged trees shall be cut off flush with the ground and disposed of. Limbs or trunks of trees found on the ground shall be hauled from the site.
- 4.11.2 Trees eight inches (8") or less in diameter and within five feet (5') of any building shall be cut off at the ground and removed.
- 4.11.3 Trees of any diameter whose stability after borrow operations or basement filling is questionable shall be cut down sufficiently to be safe from toppling due to wind or their own weight.
- 4.11.4 Trees seriously damaged by the contractor shall, if ordered, be properly trimmed or cut down flush with the ground and disposed of without additional cost to the City of Joliet, Illinois.
- 4.11.5 Other trees need not be removed, but the contractor may be required to trim in a neat manner portions of tree which in the opinion of the project manager may interfere with safe prosecution of the work.
- 4.11.6 All bushes, shrubs, and similar vegetation on the site shall be cut off flush with the ground and removed.

4.12 HAZARDOUS MATERIALS

- 4.12.1 A pre-demolition report was prepared documenting hazardous material which will need

Demolition of 100 - 106 E Washington St.

removed prior to commencing demolition. See Exhibit B. **The Contractor shall be responsible for properly removing all hazardous material prior to commencing demolition.**

- 4.12.2 All hazardous material removal and disposal must be completed in accordance with all applicable local, state, and federal rules, regulations, and other required directives. The Contractor must be appropriately licensed in the State of Illinois to undertake such removal and disposal as may be required.
- 4.12.3 Contractor will be responsible for completing all hazardous waste manifests, special waste manifests, or bills of lading (as appropriate) to document the proper disposal of all waste materials. Documentation of hazardous material removal shall be provided to the owner.

4.13 MISCELLANEOUS MATERIALS

- 4.13.1 Fences, guard rails, bumpers, signs, clothes lines, and similar facilities shall be completely removed from the site, except that fences on the apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically called for. Wood or metal posts for support facilities covered by this paragraph shall be completely removed or cut off flush with the ground with no remaining sharp or hazardous edges or projections. All attachments and accessories thereto shall be removed.
- 4.13.2 Wood timbering, beams, sills, columns, piers, shores, or bracing occurring above ground surface shall be removed and disposed of.
 - 4.13.2.1 Tables, benches, cabinets, shelving, and all other wooden articles in whatsoever condition, salvable or not, shall be removed from basements or other areas required to be filled.
- 4.13.3 Building materials of non-combustible or slow burning nature not suitable for use as debris fill shall be removed from the site. This includes but is not limited to wood, most fiber wallboards, acoustical ceilings, insulating sheathing and subflooring, roofing and insulation materials of a granulated, roll, or batt type.

4.14 FILLING OF BASEMENT

- 4.14.1 Filling of all basements and large excavations and filling of other depressed areas is required and shall be to final grade.

4.15 GRATINGS AND TRAP DOORS

- 4.15.1 The contractor shall remove all coal hole covers, trap doors, sidewalk lights, gratings, and similar appurtenances that occur in the public sidewalk adjacent to the buildings to be removed.
- 4.15.2 The openings left in the sidewalks thereby shall be filled to within eight inches (8") of the top of the adjoining sidewalk and then covered with three inches (3") of compacted gravel or stone. The area will then be patched with concrete to the elevation of the adjacent sidewalks. The patch shall conform to City regulations for installation of public sidewalks.
- 4.15.3 Frames for the aforesaid appurtenances shall be removed from the sidewalk area if the condition of such frames is detrimental to the public safety.
 - 4.15.3.1 The contractor shall not remove, damage or disturb the vaults or other appurtenances of private utilities.

4.16 DISPOSAL

- 4.16.1 Disposal of trash and waste building materials shall be at a point outside of the project. All material shall be disposed of by the contractor at locations provided by him; in no case shall

Demolition of 100 - 106 E Washington St.

discarded materials be left in piles on the site.

- 4.16.2 All rubbish and debris found on the demolition area at the start of the work as well as that resulting from the demolition activities, or deposited on the site by others during the duration of the contract, shall be removed and disposed of in an IEPA licensed land fill or other legal and acceptable site.
 - 4.16.3 The manner of disposal of such materials shall be subject to the approval of the project manager and shall conform to all local, State and Federal laws.
 - 4.16.4 The contractor shall obtain and file with the project manager written permission from the property owner for the use of private property for this purpose, subject to all local, State and Federal laws.
 - 4.16.5 Disposal manifests are required. See Article 11 CLOSEOUT PROCEDURES.
- 4.17 RECAPTURE OF FREON
- 4.17.1 It is the responsibility of the Contractor to recapture Freon according to EPA standards, when air conditioning is in a building which is to be demolished.

ARTICLE 5

SUBMITTALS

5.1 PROJECT RECORD DOCUMENTS

- 5.1.1 Before Start of Work: Submit the following to the PROJECT MANAGER for review. No work shall begin until these submittals are returned with the Project Manager's approval.
 - 5.1.1.1 Notices: Submit notices required by federal, state, and local regulations together with proof of timely transmittal to agency requiring notice.
 - 5.1.1.2 Permits: Obtain all building and special permits required for the underground storage tank removal work.
 - 5.1.1.3 Licenses: Submit copies all state and local licenses and permits necessary to carry out the work of this Contract.
 - 5.1.1.4 Health and Safety Plan: Plan shall conform to applicable federal, state, and local laws, regulations and ordinances, including 29 CFR 1910.120 et.seq. Contractor personnel shall conform to Health and Safety Plan throughout performance of work.
 - 5.1.1.5 Proposed dust control measures.
 - 5.1.1.6 Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 - 5.1.1.7 Dates for shutoff, capping, and continuation of utility services.
- 5.1.2 Record actual locations of capped utilities.
- 5.1.3 Submit disposal manifest(s) documentation certifying destination, receipt, and disposal of demolition materials.

ARTICLE 6

PAYMENTS AND COMPLETION

6.1 APPLICATIONS FOR PAYMENT

- 6.1.1 Submit application on AIA Form G702 and G703 or other form as approved by Project Manager.
- 6.1.2 Submit copy of 10 Day EPA notification Submit certified copies of payroll as required.
- 6.1.3 Payment Period: Monthly.
 - 6.1.3.1 Payment made by the Owner shall not constitute acceptance or waiver of any defects in workmanship or materials that were not discovered by an inspection of the work prior to the approval of payment.
 - 6.1.3.2 Occupancy of non-conforming work shall not constitute acceptance and shall not relieve the Contractor of its responsibility to conform to the Contract Documents.
- 6.1.4 Retainage
 - 6.1.4.1 A sum equal to ten percent (10%) of the amount due the Contractor shall be withheld from each payment as retainage. Retainage held from the construction will become due and payable to the Contractor after final completion of all work under this Agreement if all conditions precedent to the receipt of payment as stated herein have been met.
- 6.1.5 The cost of work that is delayed for reasons beyond the Contractor's control will be escrowed. The amount escrowed will be one and one half (1-1/2) times the amount of work to be completed.
- 6.1.6 If the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing is received.

ARTICLE 7

PROTECTION OF PERSONS AND PROPERTY

7.1 SAFETY

- 7.1.1 The Contractor shall furnish and erect all temporary fencing, barricades, covers and other temporary structures and night warning lights necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of work under this contract, all without additional compensation therefore.
- 7.1.2 Designate area on site where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- 7.1.3 Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 7.1.3.1 Provide one fire extinguisher.

7.2 SITE IDENTIFICATION

- 7.2.1 Before starting any demolition work under this contract the contractor shall provide each building site with its street address number in some prominent place not likely to be disturbed by his operations. Number shall be no less than 4" in height, painted with bright yellow exterior grade paint on curb, retaining wall, risers of entrance steps, which are to remain, or on similar object, or may be on a small board nailed in place at least six feet (6') above ground on a tree near the front of the lot. Numbers and letters shall be maintained in good condition, readable from the street, throughout the life of this contract.
 - 7.2.1.1 The name or number of the street is not required in this identification marking.

ARTICLE 8

INSURANCE AND PERFORMANCE SECURITY

1.1 CONTRACTOR'S LIABILITY INSURANCE

- 1.1.1 The Contractor shall purchase and maintain minimum insurance coverage as specified and the Contractor will require any and all subcontractors performing work under this Agreement to also maintain such minimum insurance coverage. A certificate of insurance covering the term of this agreement shall be submitted to the city and such policies shall not be cancelled without prior notice to the City.
- 1.1.2 The insurance required by 1.6.3 shall be issued by companies with an A.M. Best rating of A- or better, and a financial size rating of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:
- 1.1.3 Comprehensive General Liability:
 - 1.1.3.1 Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
 - 1.1.3.1.1 Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
 - 1.1.3.1.2 Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
 - 1.1.3.1.3 Coverage is to be written on an "occurrence" basis.
 - 1.1.3.1.4 Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.
 - 1.1.3.2 Comprehensive Automobile Liability:
 - 1.1.3.2.1 Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
 - 1.1.3.2.2 The Contractor shall maintain during the life of this Agreement, comprehensive automobile liability insurance with minimum coverage Combined Single Limit of \$1,000,000.00
 - 1.1.3.3 Umbrella:
 - 1.1.3.3.1 The Contractor shall maintain during the life of this Agreement, umbrella insurance with minimum aggregate coverage of \$1,000,000.00
- 1.1.4 Additional insurance required by Paragraph 1.6.4 shall be issued by companies that have a Best rating of B+ or better, and a financial size rating of VIII or better (or an equivalent rating by Standard & Poor or Moody's). Such insurance shall be written for not less than the following:
 - 1.1.4.1 Worker's Compensation and Employee's Liability Insurance as required by the State of Illinois for all of the Contractor's employees at the site of the project.
- 1.1.5 The Contractor shall require any and all subcontractors performing work under this Agreement to similarly provide Worker's Compensation and Employee's Liability Insurance for all employees at the project site.

Demolition of 100 - 106 E Washington St.

- 1.1.6 The City of Joliet and its officers and employees shall be named as additional insureds on a primary and non-contributory basis under all required policies of insurance.
- 1.1.6.1 Nothing contained herein shall be construed as prohibiting the City, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.
- 1.1.7 An endorsement from the insurance carrier confirming the City of Joliet is an additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet.
- 1.1.7.1 The policy shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left".
- 1.1.8 Neither the Contractor nor any subcontractor shall commence work under this Agreement until the insurance requirements of this Article have been met and a certificate of insurance from the Contractor and any subcontractors evidencing the required coverage has been provided to the City.

1.2 PERFORMANCE SECURITY

- 1.2.1 The Contractor must provide contract performance and payment security based upon 100% of the contract total. This security must be in the form of a surety bond licensed in Illinois with a Best's rating of no less than A-.THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

1.3 CERCLA INDEMNIFICATION

- 1.3.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

ARTICLE 9

CHANGES IN THE WORK

9.1 CHANGE PROCEDURES

- 9.1.1 The Owner may order Changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 9.1.2 Concealed Conditions
- 9.1.2.1 Should concealed conditions encountered in the performance of the Work below the

Demolition of 100 - 106 E Washington St.

surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

- 9.1.3 The Contractor may request Change Orders as approved by Project Manager.

ARTICLE 10

UNCOVERING AND CORRECTION OF WORK

10.1 UNCOVERING AND CORRECTION OF WORK

- 10.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager or to the requirements specifically expressed in the Contract Documents, it must, if required in writing by the Project Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.
- 10.1.2 Contractor will promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents. The Contractor shall bear all costs of correcting such rejected Work.
- 10.1.2.1 Work rejected by the Owner - the Owner may withhold the value of the rejected work from any payment due the Contractor. The value of the rejected work shall be the cost of original construction or the cost of correction, whichever is greater.
- 10.1.2.2 The Owner may accept defective or non-conforming work in lieu of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum.
- 10.1.3 If, within one year after the date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner or within such longer period of time as may be prescribed by the terms of any warranty, any Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 11

CONTRACT CLOSEOUT

11.1 CLOSEOUT PROCEDURES

- 11.1.1 Submit written certification Contract Documents have been reviewed, Work has been inspected and approved by the City of Joliet, and Work is complete in accordance with Contract Documents and ready for project Manager's inspection.
- 11.1.2 Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.
- 11.1.3 Submit final waiver of liens arising out of this Agreement, including subcontractor and supplier liens.
- 11.1.4 Provide all submittal documentation as required.

ARTICLE 12

TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Contractor, or if the Work should be stopped because the owner has not made Payment thereon as provided in paragraph 6.1.6, then the Contractor may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE OWNER

12.2.1 In the event of any breach of this Agreement by the Contractor, the Owner may, at its option, serve the Contractor with a written seven (7) day notice (from postmark) to complete the work, after which the Owner may take possession of all materials at the work site, engage the service of another contractor to complete the work, and deduct the cost of such completion from any amount due the Contractor hereunder. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. In the event that the Contractor, as a result of litigation, is adjudged to have breached this Agreement, the Contractor shall pay, in addition to any damages awarded to the Owner, the Owner's reasonable attorney's fees resulting from such litigation.

ARTICLE 13

LOCAL BIDDER ORDINANCE

13.1 CITY ORDINANCE Sec. 2-444. - Award of contract to the lowest responsible bidder; factors for determination of "lowest responsible bidder".

- 13.1.1 Contracts which require bidding shall be awarded, after final action by the mayor and city council, to the lowest responsible bidder. In determining the "lowest responsible bidder," the mayor and city council shall consider the following:
- 13.1.1.1 The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - 13.1.1.2 The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - 13.1.1.3 The character, judgment, experience and efficiency of the bidder;
 - 13.1.1.4 The quality of performance on previous contracts or service;
 - 13.1.1.5 The previous and existing compliance by the bidder with laws and ordinances relating to contracts, bidding or service;
 - 13.1.1.6 The sufficiency of the financial resources of the bidder to perform the contract or provide the service;
 - 13.1.1.7 The quality, availability and adaptability of the bidder's supplies, equipment, or personnel to the particular use or service required;
 - 13.1.1.8 The ability of the bidder to provide future maintenance and service;
 - 13.1.1.9 The number and scope of conditions attached to the bid;
 - 13.1.1.10 Any monies owed to the city by the bidder, which have remained unpaid for a period of more than forty-five (135) days whether for bills, taxes, licenses or otherwise;

Demolition of 100 - 106 E Washington St.

13.1.1.11 Whether the bidder has prequalified as a local bidder ("local qualified bidder") prior to the opening of the bid.

13.1.1.12 Other factors deemed by the mayor and city council to be material and relevant.

13.1.2 LOCAL BIDDER.

13.1.2.1 For bids in excess of twenty thousand dollars (\$20,000.00), if the lowest qualifying bid is submitted by a non-local qualified bidder ("non-local qualified bidder") and a local qualified bidder ("local qualified bidder") submitted a bid that is within two (2) percent of the lowest non-local qualified bidder (up to a maximum of twenty thousand dollars (\$20,000.00)), the local qualified bidder shall be the lowest responsible bidder, so long as the local qualified bidder match the bid price of the non-local qualified bidder, and shall be given written notice by the City of Joliet to that effect. The local qualified bidder shall be provided the opportunity, within three (3) business days from the date of such notice to provide written confirmation to the city that the local qualified bidder will match the bid price of the non-local qualified bidder. Where the bid is an aggregate of separate price components, the local qualified bidder shall reduce the price of sub-components of its aggregate bid to match the aggregate bid of the non-local qualified bidder. Should the local qualified bidder fail to provide such confirmation within the time allowed, the bid shall be considered as originally submitted.

13.1.2.2 When more than one (1) local qualified bidder is within two (2) percent of the lowest non-local qualified bidder (up to a maximum of twenty thousand dollars (\$20,000.00)) of the non-local qualified bidder, only the local qualified bidder submitting the lowest bid shall be given the opportunity to match the bid of the non-local qualified bidder. Under no circumstance will any contract be awarded to a local qualified bidder when the local qualified bidder's bid exceeds the non-local qualified bidder by more than twenty thousand dollars (\$20,000.00). This policy shall only apply if formal notice of the aforementioned criteria is provided as part of the bid specifications.

13.1.2.3 This sub-section shall not apply to a bid if the funding source prohibits it through law, rule or regulation or in any situation where any portion of the contract amount is being paid with funds other than city funds. Specifically, this sub-section shall not apply in any situation where the city has received a grant or otherwise received a source of funds other than its own funds.

13.1.2.4 In the event of a dispute about the application of the provisions of this sub-section, the decision of the purchasing director for any purchase or contract work which the purchasing director is authorized to make shall be deemed final and the decision of the mayor and city council for any purchase or contract work which the mayor and city council are authorized to make shall be deemed final.

13.1.3 TIE BIDS; PROCEDURE FOR DETERMINATION OF CONTRACT AWARD.

13.1.3.1 If there is a tie between a local, responsible, low bidder and a nonlocal, responsible, low bidder for a contract with the city, the contract shall be awarded to the local, responsible, low bidder, quality and service being equal.

13.1.3.2 If there is a tie between nonlocal, responsible, low bidders, the contract award shall be determined by the drawing of lots by the city clerk in public upon prior written notice to the affected bidders.

13.1.3.3 If there is a tie between local, responsible, low bidders, the contract award shall be determined by the drawing of lots by the city clerk in public upon prior written notice to the affected bidders.

13.1.3.4 When used in this section, "local bidder" shall mean a person prequalified as a local bidder as provided in section 2-447 of the City Code of Ordinances.

END OF SECTION

Demolition of 100 - 106 E Washington St.

SECTION 02 41 16

GENERAL DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Demolition work shall conform to the requirements of all applicable codes, ordinances, and utility company regulations. When items are scheduled to be removed, they shall be removed completely. Surfaces and items scheduled to remain that are damaged by demolition work shall be repaired to match their original condition, or to accept new finishes. All removed public services shall be checked to ensure that they have been effectually plugged or cut off.
- B. Owner's intention is to reuse the property and construct a mulched lot for public use.

1.2 DESCRIPTION OF WORK

- A. Section Includes:
 - 1. Demolishing designated foundations.
 - 2. Demolishing and/or Disconnecting and capping designated utilities.
 - 3. Demolishing designated building components, equipment and fixtures.
 - 4. Protecting items designated to remain.
 - 5. Removing demolished materials.

PART 3 PRODUCTS

3.1 FILL MATERIALS

- A. **See SECTION 31 00 05 SITE CLEARING AND EARTH MOVING.**

PART 3 EXECUTION

3.1 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Provide, erect, and maintain temporary barriers and security devices if depth of demolition is greater than three feet and site is left unattended.
- C. Protect existing landscaping materials indicated to remain.

3.2 REDUCTION OF FIRE HAZARDS

- A. Remove all volatile or inflammable materials such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances. Remove drapes rugs, rags or cloth of any nature and loose paper, combustible trash and all other materials, which might serve as ready fuel for small fires.
- B. At least one stairway in each building shall be maintained in useable condition to the highest remaining floor and such stairway shall be kept free of obstructions and debris until the building shall have been removed.

Demolition of 100 - 106 E Washington St.

- C. Barrels of water, pails, portable hand pumps or soda-acid fire extinguishers in sufficient number to check and extinguish small fires shall be kept filled and maintained in useable condition on the floor or floors on which work is being performed. During freezing weather and when freezing weather is likely to occur, a fire-proof non-freeze solution shall be added to the water in amounts necessary to prevent freezing.
- D. Wherever a cutting torch or other equipment which might cause a fire is being use, fire extinguishers shall be kept nearby and ready for instant use. Users of such equipment shall be instructed in the proper method of preventing fires and to extinguish a fire.
- E. No fires of any kind will be permitted in the contact area except that small fires for warming of personnel may be permitted in suitable salamanders or 50 gallon steel drums properly built or adapted to the purpose and fitted with screen over the top to prevent release of embers or sparks. All such small burning equipment and the operation thereof must be approved by the Joliet Fire Department. Warming fires shall not be placed within ten feet of any combustible materials and must be put out when there is no one in attendance or at the end of the day's work.
- F. BURNING OF WASTE LUMBER AND OTHER BUILDING MATERIALS OR TRASH ON THE SITE WILL NOT BE PERMITTED.
- G. No material, obstructions or debris shall be placed or allowed to accumulate within fifteen feet (15') of any fire hydrant. All fire hydrants shall be accessible at all times.
- H. Debris shall not be allowed to accumulate on roofs, floors, or in areas outside and around any building being removed. Excess debris and material shall be removed from the site as the work progresses.
- I. In structures over two stories in height or with more than 4,000 square feet of area per floor, the City of Joliet, Illinois, may require the contractor to provide instruments or equipment to permit signaling or voice communication to the outside in case of emergency.

3.3 DEMOLITION REQUIREMENTS

- A. The Method of demolition and site clearance, and of selection and disposal of Salvaged materials will be at the contractor's option, subject to full compliance with all local, State and Federal laws, and with these specifications and contract documents.
- B. Conduct demolition to minimize interference with adjacent structures.
- C. Conduct operations with minimum interference to public or private accesses.
- D. Conduct operations to minimize the spread of dust and flying particles.
- E. Do not close or obstruct roadways sidewalks without permits.
- F. Cease operations immediately when adjacent structures appear to be in danger. Notify Project Manager.

3.4 BUILDING DEMOLITION

- A. Disconnect, remove and cap designated utilities to street connection. Identify utilities at termination of demolition. Record termination or capped location on Project Documents.
- B. Demolish structures indicated in orderly and careful manner.
- C. Remove concrete slabs on grade.
- D. Backfill areas excavated, open pits and holes resulting from demolition with fill materials. Backfill and compact fill materials as specified in Section 31 00 05.
- E. Rough grade and compact areas affected by demolition to maintain site grades and contours.

3.5 CLEAN UP

- A. Remove demolished materials according to project documents.

END OF SECTION

SITE CLEARING AND EARTH MOVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Backfilling and compacting.
 - 2. Rough grading and site contouring.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Where demolition takes place, fill affected area with Debris Fill or fill materials Type A or B to a depth of 24" below finished grade; the next 18" shall be of fill materials Type C or D; The remaining 6" shall be topsoil.
- B. Gravel Parking Fill
 - 1. Where the north west building footprint is, the 24" below shall be 12" of CA3 and the final 12" shall be CA6. This fill shall extend on all sides to the adjoining gravel parking lot. See Exhibit A.
- C. Debris Fill
 - 1. Shall consist of broken concrete and masonry rubble, loose rock or boulders, plaster, gypsum wallboard, and similar incombustible materials. Absolutely no tires, lumber, tree debris, or other junk shall be placed used for fill.
 - 2. The fill shall contain no appreciable amounts of organic or combustible materials and shall be placed so as to be reasonably compact with a minimum of large voids.
 - 3. Slabs of concrete or cemented masonry units larger than 8" in any dimension of a surface shall be suitably reduced in size before being placed as debris fill. All rebar shall be removed from concrete and masonry.
- D. Type A - Select Granular Material: Coarse stone: Pit run, Angular, Crushed, natural stone; free of shale, clay, friable material, sand, debris.
- E. Type B - Pea Gravel: Natural stone; free of clay, shale, organic matter.
 - 1. Minimum Size: 1/4 inch.
 - 2. Maximum Size: 5/8 inch.
- F. Type C - Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, and organic matter.
- G. Type D - Subsoil: Free of rock larger than 3 inch size, and debris.

PART 3 EXECUTION

3.1 PROTECTION OF ADJACENT WORK

- A. Grade excavation top perimeter to prevent surface water run-off to adjacent properties.

Demolition of 100 - 106 E Washington St.

3.2 GRAVEL PARKING LOT

- A. Contractor will make efforts not to damage or rut the existing gravel parking area.
- B. The footprint of the main building will be filled and compacted per the specs to complete the gravel parking lot according to the attached Exhibit A.

3.3 BACKFILLING

- A. Backfill areas to contours and elevations of adjacent property. Use unfrozen and unsaturated materials.
- B. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- C. Place fill material in continuous layers and compact.
- D. The project manager may direct that earth, obtained on the site, be placed along with debris fill in order to reduce the volume of voids in the fill. The project manager may also direct that "additional fill material" be obtained from off the site, be hauled in and placed along with debris fill, when sufficient quantities of earth borrow is not available on the site.

3.4 ROUGH GRADING

- A. Identify required lines, levels, contours, and datum.
- B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.

END OF SECTION

APPENDIX A - AFFIDAVITS

Section 1:

Business Status of Bidder

BIDDER/APPLICANT:

Name _____

Principal place of business _____

Address _____

City, State, Zip Code _____

The Bidder is a:

Corporation

Partnership

Limited Liability Company

Sole Proprietorship

Other (please explain:) _____

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name

Address

City, State, Zip

The officers of the corporation are:

President

Secretary

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

City, State, Zip

The registered office of the Limited Liability Company in Illinois is:

Address

City, State, Zip

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State, Zip

City, State, Zip

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for bids/proposals:

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

Section 2a: **NON-COLLUSION**

- A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.
- B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.
- C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.
- D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.
- E. This bid is made without the benefit of information obtained in violation of law.

Section 3: The undersigned further states that: **(circle A or B)**

- A He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G in Section 2, above; and
- B He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and

Demolition of 100 - 106 E Washington St.

will not participate, in any action contrary to paragraphs A through G in Section 2 above, and as their agent does hereby so certify; and

Section 4: The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

***THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT***

Section 5: The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:
 1. Abide by the terms of the statement; and
 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 1. The dangers of drug abuse in the workplace;
 2. The aforementioned company's policy of maintaining a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5(C)(2) from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements;
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6: The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

Demolition of 100 - 106 E Washington St.

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7: The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8: The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 9: This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10: In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor

Demolition of 100 - 106 E Washington St.

organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11: For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12: It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13: Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14: In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

Demolition of 100 - 106 E Washington St.

THE AMERICANS WITH DISABILITIES ACT

Section 15: As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Joliet Accessibility Code.

Signed by: _____
name

title

Subscribed and Sworn to before me this _____ day of _____, 20____.

By: _____
Notary Public

-seal-

END OF DOCUMENT

Demolition of 100 - 106 E Washington St.

PREVAILING WAGES

This Contract shall be subject to the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.) to the extent required by law. For Prevailing Wage information please go to the City of Joliet Website <http://cityofjoliet.info/departments/finance/purchasing/prevailing-wage-information>.

For current Prevailing Wage Rates, go to State of Illinois Website and click on the following link and scroll down to WILL COUNTY and KENDALL COUNTY and click on one or both of those depending on which County your project is taking place in. You will then see the most current rates which apply to your contract:

[Current Prevailing Wage Rates](#).

If you cannot access or have difficulty retrieving the prevailing wage information, contact Margaret McEvelly at mmcevilly@joliet.gov or call her at 815-724-3926 and we will send you the relevant prevailing wage information.

END OF DOCUMENT

Demolition of 100 - 106 E Washington St.

APPENDIX C - LIST OF APPRENTICESHIP PROGRAMS

The following is the list of Contractors and Subcontractors referenced in the Bid Form submitted by:

(Bidder) _____

Dated _____ and which is an integral part of the Bid Form.

The following work will be performed (or provided) by Contractors/Subcontractors:

WORK SUBJECT	NAME
Demolition	
Associated apprentice or training program	
Transportation	
Associated apprentice or training program	
Labor	
Associated apprentice or training program	
Environmental (please list)	
Associated apprentice or training program	



LOCAL BIDDER

This contract is eligible for the local bidder preference ordinance.

If you have read all of the documentation, filled out the form found online at

<https://www.joliet.gov/departments/finance/purchasing/prequalification-process>, have been prequalified by the City of Joliet as a Local Bidder and wish to be qualified as a local bidder for this contract, please sign this sheet. For more information about local bidder ordinance please go to this link regarding sectin 2-444 (b) that defines local bidder:

https://library.municode.com/il/joliet/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXIIIACDIPEPRS_E_DIV2PUBIPR_S2-444AWCOLOREBIFADELOREBI

VENDOR NAME _____

VENDOR ADDRESS _____

CITY, STREET, ZIP _____

CONTACT PERSON _____

SIGNATURE _____

PHONE _____

EMAIL ADDRESS _____

Complete this form ONLY if you already submitted the CITY OF JOLIET LOCAL BIDDER APPLICATION FORM from the above website AND have been approved as a local bidder.

Also, please note, there may be other prequalifications that apply to this contract, like Capital Development Board or City of Joliet Financial Prequalification. Please review what is due and note this does not take the place of any of those documents.

Any questions, please contact Purchasing at (815) 724-3925.

Demolition of 100 - 106 E Washington St.



Exhibit A – Site Map

K P R G

ENVIRONMENTAL CONSULTATION & REMEDIATION

KPRG and Associates, Inc.

December 21, 2016

Mr. Steve Jones
Deputy City Manager/Economic Development Director
City of Joliet
150 West Jefferson
Joliet, Illinois 60432-4158

VIA E MAIL

KPRG Project No. 18916.1

Re: Pre-Demolition Environmental Services Letter Report
Site: Former Lyons Lumber Yard, 100 E. Washington, Joliet, Illinois

Mr. Jones:

KPRG and Associates, Inc. (KPRG) is pleased to provide this Letter Report summarizing the pre-demolition services, including asbestos and hazardous materials building inspections, conducted by KPRG on November 29, 2016 at the former lumber yard facility located at the referenced address in Joliet, Illinois. This Letter Report was prepared in accordance with KPRG Proposal No. 18916.1B dated September 13, 2016. The purpose of this report is to summarize the results of the sampling of suspect asbestos containing material (ACM) and lead-based painted (LBP) surfaces that is required prior to the structures' planned reuse or demolition and to identify potential hazardous chemicals and/or wastes that are present on the property. The structures assessed included the building formerly housing the Lyons Lumber showroom, offices, and woodworking operations (Northwest Building), the former workshop and storage building (Northeast Building), and the former lumber shed (South Central Building). The assessments were conducted by federally accredited and state licensed Asbestos Building Inspector and Lead Risk Assessor, as appropriate, who identified and sampled representative suspect materials for compliance with Illinois regulations.

ASBESTOS-CONTAINING MATERIAL SUMMARY

Asbestos Sampling Methods, Analytical Procedures, and Results

KPRG conducted an asbestos assessment in order to assess the asbestos content of identified potential ACM. Sampling was conducted in accordance with the Occupational Safety and Health Administration (OSHA) asbestos standard for construction (29 CFR 1926.1101) and in accordance with Illinois law as it pertains to building demolition and renovation inspections and was designed to provide a thorough inventory of suspect ACM. Three samples were collected for each homogeneous group of materials. This inspection was conducted by Cory Higgins, Illinois-licensed Asbestos Building Inspector (License Number 100-18213). In total, 63 bulk samples (some with multiple layers resulting in a total of 78 individual laboratory analyses) were collected. These homogeneous sample groups included drywall (e.g., gypsum board wall systems), floor tile and mastic, fire stops, various caulks and glazes, mastics, roof tar, various roof systems, and roof flashing.

Upon completion of sampling, bulk samples were submitted to EMSL Analytical Inc. of Hillside, Illinois for analysis. Bulk samples were analyzed for asbestos content in accordance with the procedures for polarized light microscopy (PLM) with dispersion staining, as described in the USEPA's "Method for the Determination of Asbestos in Bulk Building Materials, "EPA/600/R-93/116 July 1993". The samples were analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, actinolite and tremolite), fibrous non-asbestos constituents (mineral wool, cellulose, synthetic fiber, etc.), and non-fibrous constituents. A visual calibrated estimate of the component materials in the sample was determined using a stereo-binocular microscope. Results of analysis were reported as a percentage of total composition. Results of laboratory analysis are presented in Attachment 1 of this report. The test protocol was to test the matrix to a positive result. If the sample tested positive for asbestos, the other samples in that homogeneous group would be assumed to be positive for asbestos. Based upon the analytical results, five (5) homogeneous groups **were identified** as non-friable ACM (greater than one percent ACM) using the PLM analysis. All detected ACM was of the chrysotile type. All other homogeneous groups were determined to be non-ACM. The identified ACM groups are summarized in the table below.

Table 1: Asbestos Containing Building Material Summary of Results

Homogeneous Group	Estimated Square Footage	Material Description	Asbestos Content (%)	Friable (F) or Non-Friable (NF)	Location
NW-05A-Membrane, NW-5B, NW-5C	18,000	Black rubberized roofing material with fibers and tar-Membrane	2	NF	Roof of northwest building
NW-05A-Tar, NW-5B, NW-5C	18,000	Black rubberized roofing material with fibers and tar-Tar	3	NF	Roof of northwest building
NW-06A, NW-06B, NW-06C	1,500	Black roof flashing	4	NF	Roof of northwest building
NW-07A, NW-07B, NW-07C	450	Gray roof flashing with fiber mesh	8	NF	Roof of northwest building
SC-01B-Flashing, SC-01C-Flashing	15,500	Black roof flashing	5	NF	Roof of south-central building

Note that the upper roofs of the Northwest and South Central buildings were deemed not safe for access to sample so determination of whether these materials were ACM was not possible. The analytical laboratory report and inspector's credentials are presented in Attachment 1.

HAZARDOUS MATERIALS

Lead-Based Paint Testing and Results

The purpose of this inspection was to determine the presence or absence of LBP as defined by the United States Environmental Protection Agency (USEPA) and the Illinois Department of Public Health (IDPH) in the on-site structures planned for demolition or reuse. This inspection was comprehensive and included all applicable exterior and interior painted surfaces of the three noted structures. This inspection was conducted by James W. Sundberg, an Illinois-licensed Lead Risk Assessor (License

Number 001743) with oversight by Tim Stohner, an Illinois Professional Engineer (License Number 062.057635).

Worker protection rules are defined by OSHA in General Industry Standards and Construction Standards, while OSHA Construction Standard 29 CFR 1926.62 specifically regulates activities that disturb materials containing any amount of lead. The inspection was conducted utilizing a Radiation Monitoring Device LPA-1 X-Ray Fluorescence (XRF) lead-based paint analyzer with a total of 110 readings, including calibration checks, collected during the inspection. The XRF results identified eight homogeneous groups as containing lead as shown in the following table.

BUILDING	COMPONENT	ESTIMATED QUANTITIES
NE Exterior	South Wall Wood Door Jambs (Overhead Doors)	50 ft ²
NW Exterior	North Wall Metal Lintels	50 ft ²
NW Interior	Painted Metal and Wood Support Columns (Throughout)	500 ft ²
NW Interior Middle and South Rooms	Painted Wood Door Components	7 Units
	Painted Wood Walls	1,000 ft ²
	Painted Wood Window Components	6 Units
NW Interior 1 st Floor Woodwork Room	Wood Door Components (Large Doors)	2 Units
NW Interior 2 nd Floor	Painted Wood Casings/Jambs	6 Units

Note that only one homogeneous group from the Northeast Building was identified as LBP, while no homogenous groups were identified as LBP at the South Central Building. Additional detailed results of this testing are presented in Attachment 2 of this report.

Potential PCB-Containing Electrical Transformers and Related Equipment

No interior transformers were observed. KPRG observed three pole-mounted transformers on the south side of the Northwest Building. No staining or evidence of leakage was noted. KPRG determined that this equipment was likely the property of Commonwealth Edison (ComEd), the local electrical utility company.

Fluorescent and Other Type Lamps

Several types of lighting fixtures were observed within the buildings, which contained four-foot long fluorescent bulbs, eight-foot long fluorescent bulbs, metal halide (high-pressure sodium) lamps, and conventional incandescent bulbs. All of these bulbs/lamps must be collected and properly disposed of off-site prior to building demolition. KPRG observed approximately 48 four-foot fluorescent light bulbs in two and four-bulb fixtures across the three buildings (though only one two-bulb fixture was present in the South Central Building). KPRG also observed approximately 36 eight-foot fluorescent

light bulbs in two-bulb fixtures, which were exclusively observed in the Northwest Building. The metal halide lamps were noted to include approximately seven bulbs in the South Central Building and one bulb in the Northeast Building. KPRG closely inspected one representative ballast each in the Northwest and Northeast Buildings and noted that neither ballast was labeled as “Non-PCB” or “No PCBs”. It is therefore assumed that based on the age of the structures and the lack of PCB labeling that all of the on-site fluorescent light fixture ballasts are PCB-containing unless tested and shown to be free of PCBs.

KPRG did not specifically observe any emergency lighting fixtures in either the Northwest or Northeast Buildings. Also, none were present in the South Central Building since it is an open-air shed. It is noted that had emergency lights been present, there would have been a storage battery associated with the fixture. If batteries or emergency light bulbs had been encountered they would need to be collected for proper off-site disposal or recycling prior to demolition.

Mercury Survey

Thermostats were the most common mercury-containing items (besides fluorescent lamps) identified in the buildings. Three thermostats were noted in the northwest building. However, it also should be noted that the fluorescent lamps and high-pressure sodium lamps identified above could contain mercury. All mercury-containing items require collection for proper off-site disposal or recycling prior to demolition.

Chemicals, Cleaners, Solvents, Paints, etc.

Numerous small (five gallon or less) containers of various chemicals, cleaning products, solvents, paints, insecticides, and other products were observed in the Northwest and Northeast Buildings. KPRG also observed empty containers of various chemicals and products; those containers observed to be empty are not specifically noted. Also, due to the poor lighting and physical conditions of the buildings including the presence of leaky roofs, mold, mildew, fungi, wood scraps, cardboard, and broken furniture and equipment, the list of observed materials should not be considered to be all inclusive of materials that may be present.

In the Northeast Building, KPRG observed the following: one partially full two-gallon gasoline container, small containers of paints and cleaning products, brake fluid, latex paint, two-cycle oil, diesel anti-gel, wood deck cleaner, electrical cleaner, and several unidentified containers.

In the Northwest Building, KPRG observed the following: latex paint, cleaning products, insecticides, hydraulic cement, drywall joint compound, greases, brake fluid, methyl ethyl ketone, 1,1,1-trichloroethane, automotive antifreeze (ethylene glycol), various wood stains and varnishes, and one automotive (12 volt) battery.

The South Central Building was largely empty except for leftover wood inventory, debris left by a vagrant, and one small container of automotive power steering fluid.

All of the above chemicals, products, and materials must be properly disposed of prior to building demolition or as part of renovations.

Since the buildings had been vacated, only minimal electronic wastes or “e-wastes” were scattered throughout the tenant spaces. Electronic circuit boards may contain metals, metallic compounds, and potentially harmful fire retardants in circuit boards. Illinois regulations require that e-wastes be recycled. (“E-waste” in the State of Illinois includes but is not limited to the following: televisions,

monitors, printers, computers and related equipment, electronic keyboards, facsimile machines, etc.) Electronic equipment containing circuit boards were present in the form of the previously noted thermostats and alarm system components, which were active as of the date of the inspection. The e-waste is required to be collected and properly recycled through an electronic waste recycler prior to demolition or renovation.

Air conditioning units typically contain refrigerants, including ozone-depleting compounds such as chlorofluorocarbons (CFCs) in older units, which are not allowed to be vented to the atmosphere and must be evacuated for recycling prior to scrapping the metal housings. No roof-mounted air conditioners were observed. Also, KPRG observed a concrete pad adjacent to the Northwest Building that presumably contained an air conditioning unit based on observed nearby electrical and piping components; however, this was no longer present.

Statement of Use and Limitations

Materials, which were presumed or suspected to contain asbestos, were sampled during the survey. Materials such as fibrous glass, foam glass, rubber, and Styrofoam® are not considered to be suspect and were therefore not addressed during this survey. KPRG made efforts to sample visible and/or accessible suspect asbestos-containing materials. However, KPRG is not responsible for the identification of suspect ACM which was not readily accessible because of height, heat, fumes, vapors, confined space, electrical hazards, or other unsafe conditions or was concealed.

The work performed in conjunction with this assessment and the data developed are intended to be a description of available information, as of the date of the on-site inspection, and as contained within the information provided by the records reviewed and manufacturers and supply vendors contacted to research certain components identified within the building as potentially containing hazardous materials. No environmental site assessment of this type can completely eliminate uncertainty regarding the potential for hazardous materials contained or concealed within equipment and associated components. Performance of this assessment is intended to reduce/minimize, but not eliminate, uncertainty regarding the potential presence of hazardous materials in connection with a property, while recognizing reasonable limits of time and cost.

Closing

This report has identified ACM, lead-based painted surfaces, and discarded hazardous chemicals that will need to be managed in accordance with applicable regulations. The information contained in this report is presented for use by the Client and its demolition/renovation contractor solely for permitting, estimating, disposal, and worker right-to-know issues associated with the identified materials.

We appreciate the opportunity to be of continued service to you and in any future demolition or renovation phase of this project. Please feel free to call us to discuss these investigation results and other questions or concerns regarding this project.

Respectfully Submitted,
KPRG and Associates, Inc.



Timothy J. Stohner, P.E.
Senior Project Manager



Cory Higgins
Project Geologist
IDPH Asbestos Professional
License #100-18213 Exp. 5/15/2017

Attachments: As noted

cc: Mr. Tom Schwerha, City of Joliet

ATTACHMENT 1

ACM Laboratory Report & Credentials



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
<http://www.EMSL.com/chicagolab@emsl.com>

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Attention: Cory Higgins
KPRG & Associates, Inc.
414 Plaza DR. Suite 106
Westmont, IL
Phone: (630) 277-6038
Fax: (630) 325-1593
Received Date: 11/30/2016 12:13 PM
Analysis Date: 12/14/2016
Collected Date:
Project: 100 E. WASHINGTON / 18916.1

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NW-01A-Ceiling Tile 261609394-0001	CEILING TILE, OFFICES, NW BUILDING - WHITE IRREGULAR HOLE PATTERN TWO LAYERS	White Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NW-01A-Glue 261609394-0001A	CEILING TILE, OFFICES, NW BUILDING - WHITE IRREGULAR HOLE PATTERN TWO LAYERS	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-01B 261609394-0002	CEILING TILE, OFFICES, NW BUILDING - WHITE IRREGULAR HOLE PATTERN TWO LAYERS	White Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NW-01C 261609394-0003	CEILING TILE, OFFICES, NW BUILDING - WHITE IRREGULAR HOLE PATTERN TWO LAYERS	Brown/White Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
NW-02A-Drywall 261609394-0004	CEILING IN OFFICES, NW BUILDING - WHITE DRWALL W/TAN PAPER	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-02A-Paper 261609394-0004A	CEILING IN OFFICES, NW BUILDING - WHITE DRWALL W/TAN PAPER	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
NW-02B-Drywall 261609394-0005	CEILING IN OFFICES, NW BUILDING - WHITE DRWALL W/TAN PAPER	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
NW-02B-Paper 261609394-0005A	CEILING IN OFFICES, NW BUILDING - WHITE DRWALL W/TAN PAPER	White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
NW-02C-Drywall 261609394-0006	CEILING IN OFFICES, NW BUILDING - WHITE DRWALL W/TAN PAPER	White Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NW-02C-Paper 261609394-0006A	CEILING IN OFFICES, NW BUILDING - WHITE DRWALL W/TAN PAPER	Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NW-03A-Carpet 261609394-0007	FLOORS IN OFFICES, NW BUILDING - GREEN CARPET W/TAN MASTIC	Gray Non-Fibrous Homogeneous	90% Synthetic	10% Non-fibrous (Other)	None Detected
NW-03A-Glue 261609394-0007A	FLOORS IN OFFICES, NW BUILDING - GREEN CARPET W/TAN MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-03B-Carpet 261609394-0008	FLOORS IN OFFICES, NW BUILDING - GREEN CARPET W/TAN MASTIC	Gray Fibrous Homogeneous	99% Synthetic	1% Non-fibrous (Other)	None Detected
NW-03B-Mastic 261609394-0008A	FLOORS IN OFFICES, NW BUILDING - GREEN CARPET W/TAN MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-03C-Carpet 261609394-0009	FLOORS IN OFFICES, NW BUILDING - GREEN CARPET W/TAN MASTIC	Gray Fibrous Homogeneous	99% Synthetic	1% Non-fibrous (Other)	None Detected
NW-03C-Glue 261609394-0009A	FLOORS IN OFFICES, NW BUILDING - GREEN CARPET W/TAN MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-04A 261609394-0010	KITCHEN CEILING, NW BUILDING - WHITE, REGULARLY SPACED HOLES DOUBLE LAYER	White Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NW-04B 261609394-0011	KITCHEN CEILING, NW BUILDING - WHITE, REGULARLY SPACED HOLES DOUBLE LAYER	White Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NW-04C 261609394-0012	KITCHEN CEILING, NW BUILDING - WHITE, REGULARLY SPACED HOLES DOUBLE LAYER	Brown Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NW-05A-Membrane 261609394-0013	ROOF NW BUILDING - BLACK RUBBERIZED ROOFING MATERIAL W/FIBERS + COAL TAR	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NW-05A-Tar 261609394-0013A	ROOF NW BUILDING - BLACK RUBBERIZED ROOFING MATERIAL W/FIBERS + COAL TAR	Black Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
NW-05B 261609394-0014	ROOF NW BUILDING - BLACK RUBBERIZED ROOFING MATERIAL W/FIBERS + COAL TAR				Positive Stop (Not Analyzed)
NW-05C 261609394-0015	ROOF NW BUILDING - BLACK RUBBERIZED ROOFING MATERIAL W/FIBERS + COAL TAR				Positive Stop (Not Analyzed)
NW-06A 261609394-0016	ROOF NW BUILDING - BLACK FLASHING	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
NW-06B 261609394-0017	ROOF NW BUILDING - BLACK FLASHING				Positive Stop (Not Analyzed)
NW-06C 261609394-0018	ROOF NW BUILDING - BLACK FLASHING				Positive Stop (Not Analyzed)
NW-07A 261609394-0019	ROOF NW BUILDING - GREY FLASHING W/FIBER MESH	Black Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
NW-07B 261609394-0020	ROOF NW BUILDING - GREY FLASHING W/FIBER MESH				Positive Stop (Not Analyzed)
NW-07C 261609394-0021	ROOF NW BUILDING - GREY FLASHING W/FIBER MESH				Positive Stop (Not Analyzed)
NW-08A 261609394-0022	FLOOR OFFICES IN NW BUILDING - YELLOW + BLACK SPECKLED FLOOR COVERING	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-08B 261609394-0023	FLOOR OFFICES IN NW BUILDING - YELLOW + BLACK SPECKLED FLOOR COVERING	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-08C 261609394-0024	FLOOR OFFICES IN NW BUILDING - YELLOW + BLACK SPECKLED FLOOR COVERING	Black/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-09A 261609394-0025	KITCHEN NW BUILDING - BROWN FLOOR TILE	Brown Non-Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
NW-09B 261609394-0026	KITCHEN NW BUILDING - BROWN FLOOR TILE	Brown Non-Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NW-09C 261609394-0027	KITCHEN NW BUILDING - BROWN FLOOR TILE	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
NW-010A 261609394-0028	EXTERIOR NW BUILDING - BLACK TAR PAPER UNDER WOOD SIDING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-010B 261609394-0029	EXTERIOR NW BUILDING - BLACK TAR PAPER UNDER WOOD SIDING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-010C 261609394-0030	EXTERIOR NW BUILDING - BLACK TAR PAPER UNDER WOOD SIDING	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
NW-011A 261609394-0031	BATHROOM SINKS - WHITE CAULK SEAL	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-011B 261609394-0032	BATHROOM SINKS - WHITE CAULK SEAL	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-011C 261609394-0033	BATHROOM SINKS - WHITE CAULK SEAL	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-012A-Drywall 261609394-0034	UPWARD STAIR WELL/ OVER BOILER - WHITE DRYWALL W/TAN PAPER	White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
NW-012A-Paper 261609394-0034A	UPWARD STAIR WELL/ OVER BOILER - WHITE DRYWALL W/TAN PAPER	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
NW-012B-Drywall 261609394-0035	UPWARD STAIR WELL/ OVER BOILER - WHITE DRYWALL W/TAN PAPER	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NW-012B-Paper 261609394-0035A	UPWARD STAIR WELL/ OVER BOILER - WHITE DRYWALL W/TAN PAPER	Brown Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
NW-012C-Drywall 261609394-0036	UPWARD STAIR WELL/ OVER BOILER - WHITE DRYWALL W/TAN PAPER	White Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
NW-012C-Paper 261609394-0036A	UPWARD STAIR WELL/ OVER BOILER - WHITE DRYWALL W/TAN PAPER	Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
NE-01A 261609394-0037	WEST WALL EXTERIOR WINDOW - WHITE WINDOW GLAZING	White Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NE-01B 261609394-0038	WEST WALL EXTERIOR WINDOW - WHITE WINDOW GLAZING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-01C 261609394-0039	WEST WALL EXTERIOR WINDOW - WHITE WINDOW GLAZING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-02A 261609394-0040	NE BUILDING - GREY VINYL TRIM 6"X1"	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-02B 261609394-0041	NE BUILDING - GREY VINYL TRIM 6"X1"	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-02C 261609394-0042	NE BUILDING - GREY VINYL TRIM 6"X1"	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-03A 261609394-0043	NE BUILDING - WHITE VINYL TRIM 53"X3"	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-03B 261609394-0044	NE BUILDING - WHITE VINYL TRIM 53"X3"	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-03C 261609394-0045	NE BUILDING - WHITE VINYL TRIM 53"X3"	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-04A 261609394-0046	NE BUILDING - GREY, WHITE, + BEIGE VINYL TRIM 56"X 1 1/2" T CROSS SECTION	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-04B 261609394-0047	NE BUILDING - GREY, WHITE, + BEIGE VINYL TRIM 56"X 1 1/2" T CROSS SECTION	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-04C 261609394-0048	NE BUILDING - GREY, WHITE, + BEIGE VINYL TRIM 56"X 1 1/2" T CROSS SECTION	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-05A 261609394-0049	NE BUILDING - WHITE VINYL TRIM 77" X 11/2" T CROSS SECTION	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-05B 261609394-0050	NE BUILDING - WHITE VINYL TRIM 77" X 11/2" T CROSS SECTION	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-05C 261609394-0051	NE BUILDING - WHITE VINYL TRIM 77" X 11/2" T CROSS SECTION	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-06A-Foam 261609394-0052	NE BUILDING ROOF - YELLOW FOAM W/GREY EXTERIOR, FLAT + UP SIDES	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
NE-06A-Grey Layer <small>261609394-0052A</small>	NE BUILDING ROOF - YELLOW FOAM W/GREY EXTERIOR, FLAT + UP SIDES	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-06B-Foam <small>261609394-0053</small>	NE BUILDING ROOF - YELLOW FOAM W/GREY EXTERIOR, FLAT + UP SIDES	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-06B-Grey Layer <small>261609394-0053A</small>	NE BUILDING ROOF - YELLOW FOAM W/GREY EXTERIOR, FLAT + UP SIDES	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-06C-Foam <small>261609394-0054</small>	NE BUILDING ROOF - YELLOW FOAM W/GREY EXTERIOR, FLAT + UP SIDES	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
NE-06C-Grey Layer <small>261609394-0054A</small>	NE BUILDING ROOF - YELLOW FOAM W/GREY EXTERIOR, FLAT + UP SIDES	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SC-01A-Roofing <small>261609394-0055</small>	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Gray Fibrous Homogeneous	60% Synthetic	40% Non-fibrous (Other)	None Detected
SC-01A-Tar Felt <small>261609394-0055A</small>	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
SC-01A-Tar <small>261609394-0055B</small>	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SC-01B-Roofing <small>261609394-0056</small>	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Gray Fibrous Homogeneous	60% Synthetic	40% Non-fibrous (Other)	None Detected
SC-01B-Tar Felt <small>261609394-0056A</small>	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
SC-01B-Tar <small>261609394-0056B</small>	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162
Tel/Fax: (773) 313-0099 / (773) 313-0139
<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394
Customer ID: KPRG42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
SC-01B-Flashing 261609394-0056C	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
SC-01C-Roofing 261609394-0057	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
SC-01C-Tar 261609394-0057A	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SC-01C-Tar Felt 261609394-0057B	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING	Black Non-Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
SC-01C-Flashing 261609394-0057C	SC BUILDING ROOF - GREY ROOFING MATERIAL + SHINGLES MULTI LAYERED W/BLACK FLASHING				Positive Stop (Not Analyzed)
SC-02A 261609394-0058	SC BUILDING ROOF - GREY ROOFING SHINGLES	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
SC-02B 261609394-0059	SC BUILDING ROOF - GREY ROOFING SHINGLES	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
SC-02C 261609394-0060	SC BUILDING ROOF - GREY ROOFING SHINGLES	Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
SC-03A 261609394-0061	EXTERIOR WINDOWS SC BUILDING - WHITE WINDOW GLAZING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SC-03B 261609394-0062	EXTERIOR WINDOWS SC BUILDING - WHITE WINDOW GLAZING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SC-03C 261609394-0063	EXTERIOR WINDOWS SC BUILDING - WHITE WINDOW GLAZING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 12/14/2016 13:11:05



EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

Tel/Fax: (773) 313-0099 / (773) 313-0139

<http://www.EMSL.com> / chicagolab@emsl.com

EMSL Order: 261609394

Customer ID: KPRG42

Customer PO:

Project ID:

Analyst(s)

Brian Jolly (42)

Christine Stouffer (36)

James Hahn, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Hillside, IL NVLAP Lab Code 200399-0

Initial report from: 12/14/2016 13:11:05



EMSL ANALYTICAL INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

2011009394

EMSL ANALYTICAL, INC
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company: KPRG + ASSOC. INC		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 414 PLAZA DR. SU. 75106		<small>Third Party Billing requires written authorization from third party</small>	
City: WESTMONT	State/Province: IL	Zip/Postal Code: 60559	Country: USA
Report To (Name): C HIGGINS		Telephone #: (630) 277-6038	
Email Address: coryh@kprg-inc.com		Fax #: (630) 325-1593	Purchase Order:
Project Name/Number: 100 C WASHINGTON / 18916.1		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
U.S. State Samples Taken: 11		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour
 6 Hour
 24 Hour
 48 Hour
 72 Hour
 96 Hour
 1 Week
 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<p>PLM - Bulk (reporting limit)</p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)</p> <p><input type="checkbox"/> PLM EPA NOB (<1%)</p> <p>Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)</p> <p>Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)</p> <p><input type="checkbox"/> NIOSH 9002 (<1%)</p> <p><input type="checkbox"/> NY ELAP Method 198.1 (fnable in NY)</p> <p><input type="checkbox"/> NY ELAP Method 198.6 NOB (non-fnable-NY)</p> <p><input type="checkbox"/> OSHA ID-191 Modified</p> <p><input type="checkbox"/> Standard Addition Method</p>	<p>TEM - Bulk</p> <p><input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1</p> <p><input type="checkbox"/> NY ELAP Method 198.4 (TEM)</p> <p><input type="checkbox"/> Chatfield Protocol (semi-quantitative)</p> <p><input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep Technique</p> <p><input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique</p> <p style="text-align: center;">Other</p> <p><input type="checkbox"/></p>
---	--

Check For Positive Stop - Clearly Identify Homogenous Group **Date Sampled:** 11/29/16

Samplers Name: CORY HIGGINS **Samplers Signature:** *Cory Higgins*

Sample #	HA #	Sample Location	Material Description
NW-01A		CEILING TILE, OFFICES, NW	WHITE, IRREGULAR HOLE PATTERN TWO LAYERS
NW-01B		BUILDING	
NW-01C			
NW-02A		CEILING IN OFFICES, NW	WHITE DRY WALL W/TAN
NW-02B		BUILDING	PAPER
NW-02C			
NW-03A		FLOORS IN OFFICES, NW BUILDING	GREEN CARPET W/TAN
NW-03B			MASTIC
NW-03C			
NW-04A		KITCHEN CEILING, NW BUILDING	WHITE, REGULARLY SPACED HOLES DOUBLE LAYER

Client Sample # (s): - **Total # of Samples:** 63

Relinquished (Client): *Cory Higgins* **Date:** **Time:**

Received (Lab): *(Signature)* **Date:** 11/30/16 **Time:** 12:13

Comments/Special Instructions: W1



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only)

9394

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
NW-04B		KITCHEN CEILING, NW BUILDING	WHITE, REGULARLY SPACED HOLES, DOUBLE LAYER
NW-04C			
NW-05A		ROOF, NW BUILDING	BLACK RUBBERIZED ROOFING
NW-05B			MATERIAL W/FIBERS + COAL
NW-05C			TAR
NW-06A		ROOF, NW BUILDING	BLACK FLASHING
NW-06B			
NW-06C			
NW-07A		ROOF, NW BUILDING	GRAY FLASHING W/FIBER
NW-07B			MESH
NW-07C			
NW-08A		YELLOW FLOOR, OFFICES IN NW BUILDING	YELLOW + BLACK SPECKLED FLOOR COVERING
NW-08B			
NW-08C			
NW-09A		KITCHEN, NW BUILDING	BROWN FLOOR TILE
NW-09B			
NW-09C			
NW-010A		EXTERIOR NW BUILDING	BLACK TAR PAPER UNDER
NW-010B			WOOD SIDING
NW-010C			
NW-011A		BATHROOM SINKS	WHITE CAULK SEAL
NW-011B			
NW-011C			
NW-012A		UPWARD STAIR WALL/OVER BUILOER	WHITE DRY WALL W/PAN PAPER
*Comments/Special Instructions:			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

9394

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
NW-012B		UPWARD SIDE WALL/OVER BUILDING	WHITE DRY WALL W/TAN
NW-012C			PAPER
NE-01A		WEST WALL, EXTERIOR WINDOW	WHITE WINDOW GLAZING
NE-01B			
NE-01C			
NE-02A		NE BUILDING	GREY VINYL TRIM: 6" x 1"
NE-02B			
NE-02C			
NE-03A		NE BUILDING	WHITE VINYL TRIM,
NE-03B			53" x 3"
NE-03C			
NE-04A		NE BUILDING	GREY, WHITE, & BEIGE
NE-04B			VINYL TRIM, 56" x 1 1/2"
NE-04C			T CROSS SECTION
NE-05A		NE BUILDING	WHITE VINYL TRIM, 77" x 1 1/2"
NE-05B			T CROSS SECTION
NE-05C			
NE-06A		NE BUILDING ROOF	YELLOW FOAM W/GREY
NE-06B			EXTERIOR, FLAT + UP SIDES
NE-06C			
SC-01A		SC BUILDING, ROOF	GREY ROOFING MATERIAL +
SC-01B			SHINGLES, MULTI-LAYERED,
SC-01C			W/BLACK FLASHING
SC-02A		SC BUILDING ROOF	GREY ROOFING SHINGLES
*Comments/Special Instructions:			



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

CORY O HIGGINS
816 S ADAMS APT 408A
WESTMONT, IL 60559

12/6/2016



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 18213

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

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

			ASBESTOS PROFESSIONAL LICENSE	ENDORSEMENTS	TC EXPIRES
ID NUMBER	ISSUED	EXPIRES		INSPECTOR	3/31/2017
100 - 18213	12/6/2016	05/15/2017			
CORY O HIGGINS 816 S ADAMS APT 408A WESTMONT, IL 60559 Environmental Health				Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.	

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

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

PROTECTING HEALTH, IMPROVING LIVES

Nationally Accredited by PHAB

ATTACHMENT 2

LBP Additional Information

Comprehensive Lead Based Paint Inspection Report

For The Property Located at:



100 East Washington Street
Joliet, IL 60432

Prepared For:

K P R G and Associates, Inc.

ENVIRONMENTAL*CONSULTATION*AND*REMIEDIATION

414 Plaza Drive, Suite 106
Westmont, IL 60559

Prepared By:

Innerspace Environmental Assessment, Inc.
Illinois Department of Public Health
Licensed Risk Assessor/Inspector: # 1743

Date Performed: November 29, 2016

Report Issued: November 29, 2016

Inspector and IDPH License Number: James W. Sundberg, 1743

IDENTIFYING INFORMATION

A comprehensive lead based paint (LBP) inspection was conducted at the planned renovation and/or demolition areas of the 100 East Washington Street, Joliet, IL 60432 for the City of Joliet. The purpose of this inspection was to determine the presence or absence of Lead Based Paint (LBP), as defined by the United States Environmental Protection Agency (USEPA) and the Illinois Department of Public Health (IDPH). **This inspection was comprehensive and included all exterior and interior rooms of the property for the potential upcoming rehabilitation project.** This inspection was conducted on November 29, 2016 by James W. Sundberg, an IDPH-licensed Risk Assessor (License Number 1743).

METHODOLOGY

Even though not applicable on this type of property, the protocol used for this inspection is based on the practices and procedures in the United States Department of Housing and Urban Development's (HUD) *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, June 1995 (HUD Guidelines) including the 2012 Chapter 7 revisions, the United States Environmental Protection Agency's (USEPA) 40 CFR Part 745 (*Lead; Identification of Dangerous Levels of Lead; Final Rule; January 5, 2001*), and the Illinois Department of Public Health Lead Poisoning Prevention Code (Title 77 Part 845). **A complete HUD Protocol Inspection was performed on the areas of this property that are planned for renovation and/or demolition. All painted, varnished, and shellacked components in all exterior and interior work areas (rooms) were inspected for the presence of Lead Based Paint (LBP).**

All components within the all rooms were analyzed via X-Ray Fluorescence Analyzer (XRF) and labeled. The Inspection was conducted utilizing the Radiation Monitoring Devices' (RMD) LPA-1 XRF (Serial Number 1377). The XRF fieldwork was conducted in accordance with the guidelines outlined in the EPA Performance Characteristic Sheet (Revision 5, Attached). In addition, please note the report does not label locations as North, South, East, and West. It utilizes A, B, C, and D. For this report, A corresponds to the North Wall in every room. Walls B, C, and D are labeled from A in a clockwise manner. For this building, Wall A is to the North, Wall B is to the East, Wall C is to the South, and Wall D is to the West.

RESULTS

Surface by Surface testing in the selected rooms concluded that all readings were below the United States Environmental Protection Agency (USEPA) and Illinois Department of Public Health (IDPH) Regulatory Level of 1.0 mg/cm² except for components listed in Table I (below) and the Summary Report in the Appendix. Table I contains a generic summary of the components, by building that tested POSITIVE for LBP with rough quantities.

Beneath this Cover Letter are two reports that sort the **same** information different ways. The first is a Summary Report and second is a Detailed Report. A Summary Report displays all readings that were at or above the USEPA and IDPH Regulatory Level of 1.0

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432

mg/cm². The Detailed Report lists all the readings that were taken within a particular room.

TABLE I
GENERIC COMPONENTS POSITIVE FOR LBP

BUILDING	COMPONENT	ESTIMATED QUANTITIES
NE Exterior	Wall C Wood Door Jambs (Overhead Doors)	50 ft ²
NW Exterior	Wall A Metal Lintels	50 ft ²
NW Interior	Painted Metal and Wood Support Columns	500 ft ²
NW Interior Middle and South Rooms	Painted Wood Door Components	7 Units
	Painted Wood Walls	1,000 ft ²
	Painted Wood Window Components (Toilet and more)	6 Units
NW Interior 1 Woodwork Room	Wood Door Components (Large Doors)	2 Units
NW Interior 2 nd Floor	Painted Wood Casings/Jambs	6 Units

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

APPLICABLE REGULATIONS

WORKER PROTECTION (OSHA)

The United States Occupational Safety and Health Administration (OSHA) considers lead in paint to be any detectable level of lead concentration to be a concern during renovation and demolition activities, as indicated in the OSHA Lead in Construction Standard (29 CFR 1926.62). The purpose of the OSHA Lead in Construction Standard is to protect construction workers from exposure to lead dust and fumes. OSHA is primarily concerned with activities that disturb paints with detectable amounts of lead. Several painted surfaces at the property were determined to contain lead above the OSHA level of concern.

The most effective way to determine if lead dust will be a health concern during renovation is to conduct a Negative Initial Determination (NID) to determine if the amount of generated lead dust would exceed the Permissible Exposure Limit (PEL) for lead dust or fumes. In general, an NID is a measurement of a known, airborne contaminant (e.g., lead) over period of eight hours. If the amount of airborne lead in the area is less than the PEL (as calculated by a qualified laboratory) than non-abatement workers would be allowed to perform the work provided that:

- 1) the NID information is given to the contractor and s/he agrees to it;
- 2) the contractor does not deviate from the process that was measured during the NID; and
- 3) The NID has been performed within the previous 12 months.

SUPPORT INFORMATION

Enclosed in this document, besides inspection reports, are copies of the Lead Paint Inspector's Illinois Department of Public Health (IDPH) Lead Inspector License, the XRF Performance Characteristic Sheets (PCS), and Project Drawings.

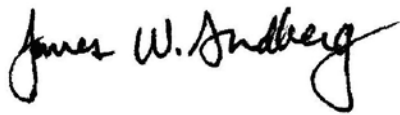
Staff of Innerspace Environmental Assessment, Inc. (IEA) have performed the Client-requested tasks listed above in a thorough and professional manner consistent with commonly accepted standard industry practices using state of the art practices and best available known technology as of the day of the assessment. IEA cannot guarantee and does not warrant that the LBP Testing has identified all adverse environmental factors and/or conditions affecting the subject property on the date of the Assessment. IEA cannot and will not warrant that that Assessment Testing that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards.

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

This Assessment by IEA is solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Assessment, will be valid only as of the date of the Assessment. IEA assumes no obligation to advise the client of any changes in any real or potential lead hazards at this property that may or may not be later brought to our attention.

Thanks again for the opportunity to serve you with this project. Should questions or comments arise, please do not hesitate in contacting me at (630) 514-4108.

Sincerely,
Innerspace Environmental Assessment, Inc.

A handwritten signature in black ink that reads "James W. Sundberg". The signature is written in a cursive style with a large, stylized 'S' at the end.

James W. Sundberg
IDPH Lead Inspector/Risk Assessor (1743)

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

**PHOTOGRAPH DOCUMENTATION OF
COMPONENTS WITH LBP**

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**



Exterior NE Building, Wall C Overhead Door Jamb (Green)



Exterior NW Building, Wall A Metal Lintel (White)

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432



Interior NW Building, Metal Support Columns (Throughout Building)



Interior NW Building Middle and South Rooms, Painted Wood Door Components

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432



Interior NW Building Middle and South Rooms, Painted Wood Walls



Interior NW Building Middle and South Rooms, Painted Wood Support Columns

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**



Interior NW Building Middle and South Rooms, Painted Wood Door Components



Interior NW Building SW Woodwork Room, Painted Wood Door Components

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432



Interior NW Building 2nd Floor, Painted Wood Window Casings



Interior NW Building 1 SE Room, Painted Wood Support Columns

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

LBP SUMMARY REPORT

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

11290951

SUMMARY REPORT OF LEAD PAINT INSPECTION FOR: KPRG

Inspection Date:	11/29/16	100 East Washington Street
Report Date:	11/29/2016	Joliet, IL 60432
Abatement Level:	1.0	
Report No.	11/29/16 09:51	
Total Readings:	114 Actionable: 16	
Job Started:	11/29/16 09:51	
Job Finished:	11/29/16 12:24	

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm ²)	Mode
Exterior Room 001 NE Bldg.									
010	C	Door	Ctr	Lft jamb	D	Wood	Brown	1.0	QM
Exterior Room 003 NW Bldg.									
064	A	Lintel	Lft		D	Metal	White	1.0	QM
Interior Room 005 NW Retail									
073	B	Column	Rgt	L column	D	Metal	White	2.5	QM
Interior Room 006 NW 1 Middle									
079	C	Door	Lft	Lft jamb	D	Wood	Gray	>9.9	QM
Interior Room 007 NW 1 Boiler									
080	A	Door	Rgt	Rgt jamb	D	Wood	Gray	7.2	QM
083	B	Column	Ctr	L column	D	Wood	Green	3.2	QM
082	C	Wall	L	Lft	D	Wood	Green	5.6	QM
081	C	Door	Ctr	U Ctr	D	Wood	Green	6.4	QM
Interior Room 008 NW 1 Blr Tl									
088	D	Window	Ctr	Sash	D	Wood	Black	6.3	QM
089	D	Window	Ctr	Lft casing	D	Wood	White	6.4	QM
Interior Room 009 NW 1 SE									
092	B	Wall	L	Rgt	D	Wood	Green	6.4	QM
093	B	Door	Rgt	Lft casing	D	Wood	Red	6.9	QM
109	B	Column	Ctr	L column	D	Wood	Red	4.7	QM
Interior Room 010 NW 1 SW									
096	B	Column	Ctr	L column	D	Metal	Black	1.0	QM
Interior Room 011 NW 1 Wdwrk									
098	C	Door	Ctr	U Ctr	D	Wood	Gray	1.0	QM
Interior Room 012 NW 2 Floor									
101	C	Window	Rgt	Lft casing	D	Wood	White	2.0	QM
Calibration Readings									

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

11290951
---- End of Readings ----

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

LBP DETAILED REPORT

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432

11290951

DETAILED REPORT OF LEAD PAINT INSPECTION FOR: KPRG

Inspection Date:	11/29/16	100 East Washington Street
Report Date:	11/29/2016	Joliet, IL 60432
Abatement Level:	1.0	
Report No.	11/29/16 09:51	
Total Readings:	114	
Job Started:	11/29/16 09:51	
Job Finished:	11/29/16 12:24	

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm ²)	Mode
Exterior Room 001 NE Bldg.									
006	A	Wall	L Rgt		D	Conc Block	White	0.4	QM
007	B	Wall	L Lft		D	Conc Block	Brown	0.2	QM
008	C	Wall	L Ctr		D	Conc Block	Brown	0.1	QM
011	C	Door	Lft	Lft jamb	D	Metal	White	0.0	QM
012	C	Door	Lft	U Ctr	D	Metal	White	0.2	QM
010	C	Door	Ctr	Lft jamb	D	Wood	Brown	1.0	QM
013	C	Win Panel	Lft		D	Wood	White	0.4	QM
009	C	OH Door	Rgt		D	Metal	White	0.0	QM
005	D	Win Panel	Lft		D	Wood	White	0.2	QM
004	D	Win Panel	Rgt		D	Wood	White	0.0	QM
Exterior Room 002 South Bldg.									
023	A	Wall	L Lft		D	Wood	Gray	0.4	QM
024	A	Wall	L Lft		D	Wood	Gray	0.0	QM
025	A	Wall	L Rgt		D	Wood	Gray	-0.1	QM
027	A	Door	Rgt	Rgt casing	D	Wood	White	-0.2	QM
026	A	Door	Rgt	U Ctr	D	Wood	Gray	0.0	QM
029	A	Door	Rgt	U Ctr	D	Metal	Gray	0.0	QM
028	A	OH Door	Rgt		D	Metal	White	0.2	QM
033	B	Wall	L Ctr		D	Wood	White	0.2	QM
031	B	Wall	L Rgt		D	Metal	Rust	0.3	QM
034	B	Wall	U Lft		D	Wood	Beige	0.1	QM
032	B	Door	Rgt	Lft jamb	D	Metal	Rust	0.2	QM
030	D	Wall	L Lft		D	Metal	White	0.0	QM
Exterior Room 003 NW Bldg.									
052	A	Wall	L Lft		D	Wood	Gray	0.3	QM
050	A	Window	Lft	Rgt casing	D	Wood	White	0.2	QM
053	A	Window	Ctr	Lft casing	D	Wood	White	0.3	QM
051	A	Win Panel	Lft		D	Wood	Gray	0.0	QM
064	A	Lintel	Lft		D	Metal	White	1.0	QM
061	B	Fascia			D	Wood	White	0.0	QM
049	B	Window	Rgt	Lft casing	D	Wood	White	0.3	QM
048	B	Door	Rgt	Lft casing	D	Wood	White	-0.1	QM
047	B	Door	Rgt	U Ctr	D	Wood	White	0.1	QM
046	B	Railing	Rgt	Railing	D	Metal	Black	-0.1	QM

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
 100 East Washington Street
 Joliet, IL 60432

11290951

060	B	Win Panel	Lft		D	Wood	White	0.2	QM
063	B	Awning	Rgt		D	Wood	White	0.3	QM
058	C	Wall	L Rgt		D	Conc Block	Gray	0.0	QM
062	C	Wall	L Rgt		D	Wood	Gray	0.2	QM
054	D	Wall	L Lft		D	Concrete	White	-0.3	QM
056	D	Wall	L Lft		D	Wood	Gray	0.0	QM
055	D	Wall	L Ctr		D	Concrete	White	-0.1	QM
059	D	Wall	L Rgt		D	Conc Block	Gray	0.0	QM
057	D	Gas Pipe	Lft		D	Metal	Gray	-0.2	QM

Interior Room 001 NE Bldg.

014	A	Wall	L Rgt		D	Conc Block	White	-0.1	QM
020	A	Column	Ctr	L column	D	Metal	Silver	-0.1	QM
021	A	I-Beam	Ctr		D	Metal	Silver	-0.1	QM
015	B	Wall	L Lft		D	Conc Block	White	0.2	QM
016	B	Ceiling			D	Concrete	White	0.0	QM
017	B	Window	Ctr	Sash	D	Wood	Green	0.6	QM
018	B	Window	Ctr	Sash	D	Wood	Green	0.5	QM
019	C	Column	Ctr	L column	D	Metal	Silver	0.4	QM
022	C	I-Beam	Ctr		D	Metal	Silver	0.0	QM

Interior Room 002 S S Hall

044	C	Door	Lft	Lft jamb	D	Wood	White	0.1	QM
045	C	Door	Lft	U Ctr	D	Metal	White	0.1	QM
035	D	Wall	L Lft		D	Wood	Green	0.0	QM
036	D	Door	Lft	Lft jamb	D	Wood	White	0.2	QM
037	D	Door	Lft	U Ctr	D	Metal	Green	0.0	QM

Interior Room 003 S SW Store

040	B	Wall	L Lft		D	Wood	White	-0.1	QM
039	C	Wall	L Lft		D	Wood	White	-0.1	QM
038	D	Wall	L Ctr		D	Wood	White	0.0	QM

Interior Room 004 S N Bay

043	A	Door	Lft	Rgt jamb	D	Wood	White	-0.1	QM
042	A	Door	Lft	U Ctr	D	Metal	Gray	-0.1	QM
041	A	OH Door	Ctr		D	Metal	White	-0.1	QM

Interior Room 005 NW Retail

065	A	Wall	L Lft		D	Drywall	White	-0.1	QM
066	B	Wall	L Ctr		D	Drywall	White	0.3	QM
071	B	Baseboard	Ctr		D	Wood	White	0.0	QM
072	B	Baseboard	Rgt		D	Wood	White	0.0	QM
070	B	Door	Ctr	Lft casing	D	Wood	White	0.1	QM
069	B	Door	Ctr	U Ctr	D	Wood	White	-0.1	QM
073	B	Column	Rgt	L column	D	Metal	White	2.5	QM
067	C	Wall	L Lft		D	Drywall	White	0.2	QM
068	D	Wall	L Lft		D	Drywall	White	0.2	QM
074	D	Ceiling			D	Ceill Tile	White	0.0	QM
076	D	Door	Lft	Rgt jamb	D	Metal	Gray	0.0	QM
075	D	Door	Lft	U Ctr	D	Metal	Gray	-0.1	QM

Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
 100 East Washington Street
 Joliet, IL 60432

11290951

Interior Room 006 NW 1 Middle									
077	B	Wall	L Lft		D	Conc Block	Brown	0.0	QM
078	B	Wall	L Rgt		D	Conc Block	Brown	0.4	QM
079	C	Door	Lft	Lft jamb	D	Wood	Gray	>9.9	QM
Interior Room 007 NW 1 Boiler									
080	A	Door	Rgt	Rgt jamb	D	Wood	Gray	7.2	QM
083	B	Column	Ctr	L column	D	Wood	Green	3.2	QM
084	B	Supt Beam	Ctr		D	Wood	Green	0.0	QM
085	B	Joist	Ctr		D	Wood	Varnish	0.0	QM
087	B	Boiler	Ctr		D	Metal	Gray	-0.1	QM
082	C	Wall	L Lft		D	Wood	Green	5.6	QM
086	C	Ceiling			D	Wood	Varnish	0.1	QM
081	C	Door	Ctr	U Ctr	D	Wood	Green	6.4	QM
Interior Room 008 NW 1 Blr Tl									
090	D	Wall	L Ctr		D	Conc Block	White	0.6	QM
091	D	Ceiling			D	Drywall	White	0.6	QM
088	D	Window	Ctr	Sash	D	Wood	Black	6.3	QM
089	D	Window	Ctr	Lft casing	D	Wood	White	6.4	QM
Interior Room 009 NW 1 SE									
092	B	Wall	L Rgt		D	Wood	Green	6.4	QM
093	B	Door	Rgt	Lft casing	D	Wood	Red	6.9	QM
109	B	Column	Ctr	L column	D	Wood	Red	4.7	QM
Interior Room 010 NW 1 SW									
095	A	Column	Ctr	L column	D	Wood	Varnish	0.0	QM
094	A	OH Door	Rgt		D	Metal	White	0.0	QM
096	B	Column	Ctr	L column	D	Metal	Black	1.0	QM
097	B	Gas Pipe	Ctr		D	Metal	Rust	0.3	QM
Interior Room 011 NW 1 Wdwrk									
099	A	Floor			D	Concrete	Gray	0.0	QM
098	C	Door	Ctr	U Ctr	D	Wood	Gray	1.0	QM
Interior Room 012 NW 2 Floor									
107	B	Wall	U Ctr		D	Conc Block	Varnish	-0.2	QM
106	B	Door	Ctr	Lft jamb	D	Wood	Varnish	0.0	QM
102	C	Wall	L Rgt		D	Conc Block	White	0.2	QM
101	C	Window	Rgt	Lft casing	D	Wood	White	2.0	QM
100	C	Stairs	Lft	Newel post	D	Wood	White	0.3	QM
105	C	Shelf	Lft		D	Wood	Varnish	0.0	QM
104	C	Joist	Rgt		D	Wood	Varnish	0.0	QM
103	D	Wall	L Lft		D	Conc Block	White	0.2	QM
108	D	Wall	L Ctr		D	Conc Block	Varnish	0.3	QM
Interior Room 013 NW Bsmt									
110	B	Sewer Pipe	Ctr		D	Metal	Black	0.0	QM

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

11290951

Calibration Readings

001	1.0	TC
002	1.1	TC
003	1.0	TC
111	1.1	TC
112	1.0	TC
113	1.0	TC
114	0.8	TC

---- End of Readings ----

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

IDPH INSPECTOR/RISK ASSESSOR'S LICENSE

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

 **LEAD RISK
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES	
001743	11/17/2015	1/31/2017	
James W Sundberg 21W310 Audubon Rd. Lombard, IL 60148			

 ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
9/25/2016

This license issued under authority of the State
of Illinois -Department of Public Health

This license is valid only when accompanied by
a valid training course certificate

If found return to 525 W. Jefferson St Springfield, IL 62761

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**



Environmental Management Institute

5610 Crawfordsville Road, Suite 15, Indianapolis, Indiana 46224-3714

317/248-4848 • 800/488-8842 • FAX 317/248-4846
www.spea.iupui.edu/Envtl_mgmt

This confirms that

James Sundberg

P.O. Box 231
Elburn, IL 60119

Completed the 8 Instructional Hour Refresher Course

Lead Risk Assessor

Course Date
July 26, 2016

and Successfully Passed the Examination

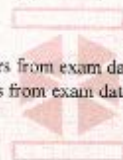
July 26, 2016

Joan B. Ketterman
Principal Instructor

Jack E. Leonard
Training Manager

Certificate: LRAR- 2887

Approved by: Illinois Department of Public Health (Expires 3 years from exam date)
Indiana State Department of Health (Expires 3 years from exam date)
U.S. Environmental Protection Agency



**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

XRF PERFORMANCE CHARACTERISTIC SHEETS

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

RMD LPA-1, PCS Edition 5

Page 1 of 4

Performance Characteristic Sheet

EFFECTIVE DATE: December 1, 2006

EDITION NO.: 5

MANUFACTURER AND MODEL:

Make: *Radiation Monitoring Devices*

Model: *LPA-1*

Source: *⁵⁷Co*

Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS:

Quick mode or 30-second equivalent standard (Time Corrected) mode readings.

XRF CALIBRATION CHECK LIMITS:

0.7 to 1.3 mg/cm² (inclusive)

SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm², substrate correction is recommended for:

Metal using 30-second equivalent standard (Time Corrected) mode readings.
None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second equivalent standard (Time Corrected) mode readings
Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

THRESHOLDS:

30-SECOND EQUIVALENT STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm ²)
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

RMD LPA-1, PCS Edition 5

Page 2 of 4

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds.

SUBSTRATE CORRECTION VALUE COMPUTATION :

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm² for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm² at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm². Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm² NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1^{\text{st}} + 2^{\text{nd}} + 3^{\text{rd}} + 4^{\text{th}} + 5^{\text{th}} + 6^{\text{th}} \text{ Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either the Quick Mode or 30-second equivalent standard (Time Corrected) Mode readings.

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

RMD LPA-1, PCS Edition 5

Page 3 of 4

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

BIAS AND PRECISION:

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm² lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm² lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm² and none of the quick mode readings were less than 1.0 mg/cm². The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

**Comprehensive Lead Based Paint Inspection, Reno/Demo Areas
100 East Washington Street
Joliet, IL 60432**

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm ²)	PRECISION* (mg/cm ²)
0.0 mg/cm ²	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm ²	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm ²	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm ²	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

*Precision at 1 standard deviation.

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristic Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, www.hud.gov/offices/lead.

This XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.