

**RESOLUTION NO. 17-14**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN MORTON GROVE-NILES WATER COMMISSION AND ALBRECHT ENTERPRISES INC. FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES AT 7900 NAGLE AVENUE MORTON GROVE, IL**

**WHEREAS**, the Morton Grove Niles Water Commission, located in Cook County, Illinois ("MGNWC"), has been established to operate a public water supply system (the "System") by an intergovernmental agreement adopted by the Village of Morton Grove and the Village of Niles pursuant to 65 ILCS 5/11-135-1 *et seq.*, and the MGNWC further operates in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution;

**WHEREAS**, on or about October 5, 2017, the Morton Grove-Niles Water Commission (MGNWC), issued a Request for Proposals, entitled "*Demolition, Asbestos Abatement and Underground Storage Tank Removal Specifications and Request for Bid*" (the MGNWC RFP), to provide services relating to the demolition, asbestos abatement and removal as well as the removal of an underground storage tank at 7900 Nagle Avenue, Morton Grove, Illinois; and

**WHEREAS**, Albrecht Enterprises, Inc., submitted the lowest bid for the demolition, asbestos abatement and removal of the building at 7900 Nagle Avenue, Morton Grove, IL (the "Services"). Albrecht Enterprises, Inc.'s bid did not include services relating to the underground storage tank; and

**WHEREAS**, Albrecht Enterprises, Inc. was deemed qualified by the MGNWC's environmental consultant, True North Consultants, Inc. to provide the Services; and **WHEREAS**, MGNWC and Albrecht Enterprises, Inc. have negotiated an agreement for the Services for the not to exceed price of \$89,400 pursuant to terms and conditions in substantially the same as the agreement attached hereto as Exhibit A and made a part hereof (the "Agreement"); and

**WHEREAS**, the Governing Authority has the authority to enter into the Agreement and finds that entering into this Agreement is in the best interests of the Agency and its members.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING AUTHORITY OF THE MORTON GROVE NILES WATER COMMISSION, AS FOLLOWS:**

**SECTION 1: PREAMBLE.** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

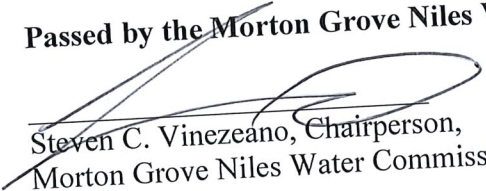
**SECTION 2: AGREEMENT.** The Governing Authority authorizes the approval of the economic terms and the attached form of an agreement entitled "*An Agreement between Morton Grove-Niles Water Commission and Albrecht Enterprises Inc., for Demolition and Asbestos Abatement and Removal Services at 7900 Nagle Avenue Morton Grove, Il*" for the purposes set forth in the Agreement, attached hereto as **Exhibit "A"**.

**SECTION 3: EXECUTION AND IMPLEMENTATION.** The Government Authority authorizes and directs the Commission Chair, or his designee, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill MGNWC'S obligations under the Agreement.

**SECTION 4. SEVERABILITY.** If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**SECTION 5. REPEALER.** All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**Passed by the Morton Grove Niles Water Commission on October 26, 2017.**

  
Steven C. Vinezeano, Chairperson,  
Morton Grove Niles Water Commission

AYES: Pietron, Vinezeano

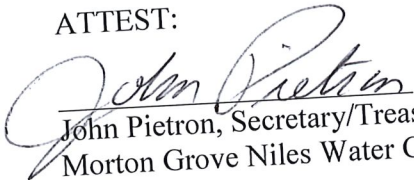
NAYS: None

ABSENT: None

PUBLISHED in the MGNWC office on 10-26, 2017.

RECORDED in the Morton Grove Niles Water Commission Records on 10-26, 2017.

ATTEST:

  
John Pietron, Secretary/Treasurer  
Morton Grove Niles Water Commission

**Exhibit "A"**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN MORTON GROVE-  
NILES WATER COMMISSION AND ALBRECHT ENTERPRISES INC.  
FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES  
AT 7900 NAGLE AVENUE MORTON GROVE, IL  
(attached)**

**AGREEMENT BETWEEN MORTON GROVE-NILES WATER COMMISSION AND ALBRECHT ENTERPRISES  
INC.  
FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES  
AT 7900 NAGLE AVENUE MORTON GROVE, IL**

This agreement ("Agreement") is made this 26 day of October, 2017, by and between Albrecht Enterprises Inc., an Illinois corporation, whose mailing address is 1684 E. Oakton Street, Des Plaines, Illinois 60018 (the "Contractor") and the Morton Grove-Niles Water Commission, whose mailing address is 1000 Civic Center Drive, Niles, Illinois 60714 ("Commission" or the "MGNWC"). The Contractor and the Commission are at times referred to herein individually as a "Party" and collectively as the "Parties." Morton Grove and Niles are at times referred to collectively as the "Villages".

**RECITALS**

WHEREAS, on October 5, 2017 the MGNWC issued an RFP, and on October 11, 2017 the MGNWC issued an addendum to this RFP for demolition, asbestos abatement and removal services at property owned by the MGNWC commonly known as 7900 Nagle Avenue Morton Grove, IL.; and

WHEREAS, Albrecht Enterprises Inc. (the "Contractor") submitted the lowest qualified bid for these service; and

The MGNWC and the Contractor further negotiated and refined the final Scope of Services that are to be performed by the Contractor under this Agreement attached hereto as Exhibit A and made a part hereof (the "Services"), and

WHEREAS, the MGNWC agrees to retain the Contractor to perform the Services in accordance with the terms of this Agreement; and

WHEREAS, the Contractor agrees to perform the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, mutual covenants and representations set forth in this Agreement, the Parties mutually agree that the Contractor shall perform the Services described below, and the MGNWC shall pay the Contractor for said performance, under the following terms and conditions:

**SECTION 1. INCORPORATION AND DEFINITIONS.**

Each of the above Whereas paragraphs are incorporated into this Section 1 as material provisions of this Agreement.

Whenever used in this Agreement, the following terms shall have the meanings indicated and the singular shall be read to include the plural and vice versa, and pronouns stated herein shall be construed to include all genders.

- A. The term "Agreement" includes the Recitals set forth above, which are incorporated into Section 1 of this Agreement, and shall mean this Agreement and its attached Exhibits as entered into by the Contractor and MGNWC setting forth the terms and conditions governing the Services.

- B. The term "MGNWC Affiliates" means MGNWC's and the Villages of Morton Grove and Niles' former, current and future appointed officials, officers, commissioners, employees, engineers, attorneys, Contractors, authorized representatives and volunteers.
- C. The term "Scope of Work", "Services" or "Work" means the services and work included in Scope of Services attached hereto as Exhibit A.
- H. The terms "sub-consultant" and "sub-contractor" mean the person, independent contractor, partnership, corporation, joint venture or other business entity (including its employees, agents or others performing or supplying on its behalf, or at its direction) having a contract with the Contractor for the performance of any portion of the Services.
- I. The term "MGNWC Working Group" means the respective staff and Contractors employed by Morton Grove, Niles and the Commission who are working on the Project.

## SECTION 2. TERM OF AGREEMENT.

This Agreement shall be effective on the date that the last signatory executes this Agreement, which date shall be inserted on page 1 of this Agreement, and shall terminate upon the completion by the Contractor and acceptance by the MGNWC of the Services, which shall occur or before November 22, 2017 (the "Completion Date"), unless this Agreement is terminated earlier by any Party, or by agreement of the Parties, in writing, to extend the Completion Date.

## SECTION 3. SCOPE OF SERVICES

- A. Services; Non-Exclusive Relationship. The Contractor agrees to perform the Services to complete the Scope of Work in accordance with the terms and conditions of this Agreement. The MGNWC, in its collective discretion, is also free to assign all or any portion of the Services to other vendors or Contractors, upon ten (10) calendar days written notice to the Contractor's Primary Representative, and the Compensation of the Contractor shall be reduced on an equitable basis. Unless otherwise indicated by the MGNWC, the primary contact point for the MGNWC and the MGNWC Working Group ("MGNWC Representative") to provide direction to the Contractor under this Agreement shall be:

Bill Balling  
 WRB, LLC  
 Cellular Phone: (847) 863-7101  
 Office Phone: (847) 398-8399  
 Email: [bill@wrblc.com](mailto:bill@wrblc.com)

The Contractor is directed to address all technical questions to the MGNWC's Technical Representative who shall be:

Ryan M. LaDieu, P.E.  
 True North Consultants, Inc.  
 P: (630) 717-2880 M: (224) 387-6063 F: (630) 689-5881  
 Email: [rladieu@consulttruenorth.com](mailto:rladieu@consulttruenorth.com)

- B. Mutual Cooperation. The MGNWC agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor on an as-needed basis and providing the Contractor with such "Confidential Information" (as defined in Section 10 below) and non-confidential information that the MGNWC may have that may be relevant and helpful to the

Contractor's performance of the Services. These documents shall be furnished to the Contractor without cost or expense to the Contractor. The Contractor agrees to cooperate with the MGNWC in the performance and completion of the Services, including meeting with the MGNWC, the MGNWC Representative and/or the MGNWC Working Group on an as-needed basis, and with any other Contractors engaged by the MGNWC.

C. Contractor's Personnel and Representative.

- (1) Primary Representative. The Contractor shall designate Jerry Zumbrock, who shall be available during normal business hours (Monday through Friday from 8:00 a.m. CST to 5:00 p.m. CST) and who shall serve as the Contractor's primary authorized representative throughout the Term of this Agreement. This "Primary Representative" shall be readily available to respond to communications from the MGNWC and shall be primarily responsible for performing the Services as requested by the MGNWC. The Primary Representative shall receive requests from the MGNWC to perform the Services and shall have full authority to execute the directions of the MGNWC, without delay, and promptly supply any necessary labor, equipment or incidentals to do so. The Primary Representative shall, in the case of any off-hours emergency, be readily accessible and available for a quick response. The Contractor shall immediately notify the MGNWC in writing of any change in the identity and telephone number of the Contractor's Primary Representative. The Primary Representative shall not be changed by the Contractor without the MGNWC's prior written approval. If the Primary Representative fails to perform the Services to the satisfaction of the MGNWC, then the Contractor shall immediately replace the Primary Representative with a new person with comparable experience and knowledge.
- (2) Availability of Personnel. The Contractor shall provide adequate personnel necessary to complete the Services. The Contractor shall notify the MGNWC as soon as practicable prior to terminating the employment of, reassigning or receiving notice of the resignation of any personnel assigned to regularly perform the Services. The Contractor shall have no claim for damages and shall not bill the MGNWC for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of time in performing the Services as a result of any such termination, reassignment or resignation.
- (3) Approval and Use of Sub-consultants / Sub-contractors. The Contractor shall perform the Services with its own personnel and under the management, supervision and control of its own organization, unless otherwise approved in advance and in writing by the MGNWC. All sub-consultants and sub-contractors used by the Contractor shall be acceptable to and approved in advance by the MGNWC. The MGNWC's approval of any sub-consultant or sub-contractor shall not relieve the Contractor of full responsibility and liability for the provision, performance and completion of the Services as required by this Agreement, including the agreed upon compensation for the Services. All Services performed under any sub-contract shall be subject to each of the terms of this Agreement, in the same manner as if performed by employees of the Contractor. Every subcontract that the Contractor enters into in regard to the performance of the Services under this Agreement shall include an express provision binding the sub-consultant or sub-contractor to all of the terms of this Agreement, and specifically noting the obligations in this Section 3.C(3).
- (4) Removal of Personnel and Sub-consultants / Sub-contractors. If any of Contractor's personnel or any sub-consultant or sub-contractor fails to perform the Services in a manner satisfactory to the MGNWC and consistent with commonly accepted industry

standards and professional practices, the Contractor shall immediately, upon notice from the MGNWC, remove and replace such personnel or sub-consultant or sub-contractor. The Contractor shall have no claim for damages, for compensation more than the amount contained in this Agreement, or for a delay or extension of time of performance because of any such removal or replacement.

- (5) Financial Ability to Perform. The Contractor states that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization and staff necessary to provide, perform and complete the Services set forth in this Agreement.

D. PROJECT TIMING. Work shall begin and shall be completed as specified in the Scope of Services. Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the Completion Date or within such extended time as may have been allowed, the Contractor shall be liable and pay to the Village the amount of \$300 per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be fair and reasonable estimate of the costs that will be borne by the MGNWC during extended and delayed performance by the Contractor of the Work or the correction of Work improperly completed, or repair of Work damaged because of the Contractor. The liquidated damage amount specified will accrue and be assessed until completion of the total physical Work of the Agreement even though the Work may be substantially complete. The MGNWC will deduct these liquidated damages from any monies due or to become due to the Contractor from the MGNWC.

E. Notice to Proceed with Services. The Contractor shall commence the Services immediately upon execution of this Agreement. ("Commencement Date"). The Contractor shall diligently and continuously work on the Services until the completion of the Services or upon the termination of this Agreement, but in no event later than the Completion Date. The Parties may mutually agree in writing to modify the Completion Date. Delays caused by the MGNWC shall extend the Completion Date in equal proportion to the delay caused by the MGNWC. If the Contractor performs any Services and incurs any expenses in furtherance of Scope of Services prior to receiving a written notice to proceed from the MGNWC, the Services are performed and the expenses are incurred at the Contractor's sole risk, and such Services and expenses are not authorized for payment or reimbursement, unless and until a written notice to proceed is issued by the MGNWC. Upon authorization, the actual, documented approved Services performed prior to the issuance of the MGNWC notice to proceed shall be paid by the MGNWC as part of the "not to exceed" Fee provided by this Agreement.

F. Suspension of Services. The MGNWC, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Contractor. The Contractor must stop the performance of all Services within the scope of the suspension notice until the MGNWC directs the Contractor in writing to resume performance of the Services.

- G. Termination before Completion of Services. If the MGNWC decides not to proceed with the Project or any phase of the Project for any reason, this Agreement shall terminate upon written notice to the Contractor issued by the MGNWC advising of the termination of this Agreement. In such case, the MGNWC shall be liable to the Contractor only for payment of all actual, completed, documented Services through the date of termination. The Contractor agrees to waive any and all claims and causes of action for any other damages or losses of any kind that could be brought relative to the termination of this Agreement by the MGNWC based on the MGNWC's decision not to proceed with any part of the Scope of Services.
- H. Final Acceptance. The Services shall be considered complete on the date of final written acceptance by the MGNWC Representative, which acceptance shall not be unreasonably withheld or delayed.
- I. Sub-consultant/Sub-contractor List. The Contractor shall maintain an updated list of sub-consultant/sub-contractors who are working on the Project and shall provide the list and any updates to the list to the MGNWC Representative. A copy of the initial sub-consultant/sub-contractor list shall be attached hereto as Exhibit B and made a part hereof; and any updated version(s) of the list shall be incorporated herein by reference.

SECTION 4. EXHIBITS.

The following exhibits are either incorporated by reference or attached to and made part of this Agreement as noted. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Sub-consultant/Sub-contractor List
<u>Exhibit C</u>	Compensation and Fee Schedule for Services ("Fee Schedule")
<u>Exhibit D</u>	Services Change Order (Form)
<u>Exhibit E -</u>	Performance and Payment Bond (Form)
<u>Exhibit F</u>	Insurance Requirements for the Contractors, Sub-consultants and Sub-contractors
<u>Exhibit G</u>	Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement

SECTION 5. INDEPENDENT CONTRACTOR STATUS.

- A. Relationship of the Parties. The Contractor's role, and the role of its employees and its sub-consultants and sub-contractors, with respect to the performance of the Services, is solely that of an independent contractor. The following terms and conditions are operative and applicable to the Parties under this Agreement:
  - (1) Non-Exclusive Contractual Arrangement. The Contractor and its employees and its sub-consultants and sub-contractors are retained under a non-exclusive contractual



arrangement to perform the Services only for the limited purposes set forth in this Agreement. No provision of this Agreement or subsequent conduct between the Parties shall be construed to create a relationship between the Parties as that of "employer-employee," "principal and agent," "partners" or "participants in a joint venture."

- (2) No Authority to Bind. The Contractor and its employees and its sub-consultants and sub-contractors shall have no authority or right to enter into any contract or incur any debt or liability of any nature in the name of, or on behalf of the MGNWC or Morton Grove or Niles.
- (3) Not Employees of MGNWC, Morton Grove or Niles. The Contractor and its employees and its sub-consultants and sub-contractors serve only as independent contractors of the MGNWC, and not as employees of the MGNWC, Morton Grove or Niles, for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, including any similar Illinois wage laws, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Unemployment Insurance Act (820 ILCS 405/1 *et seq.*), and the Illinois Worker's Compensation and Occupational Diseases Act (820 ILCS 305/1, *et seq.*). Therefore, neither federal nor state nor local income tax nor payroll tax of any kind, nor any other withholding, shall be withheld or paid by the MGNWC, Morton Grove, Niles or Cook County on behalf of the Contractor, and its employees and its sub-consultants and sub-contractors. Nothing in this Agreement shall be construed as MGNWC, Morton Grove or Niles requiring or acquiring or incurring any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation or any other payment which would be required to be paid by the MGNWC, Morton Grove or Niles if the MGNWC and the Contractor, and its employees and its sub-consultants and sub-contractors, were engaged in an "employer-employee" relationship.
- (4) Payment of Taxes. The Contractor and its employees and its sub-consultants and sub-contractors are responsible, pursuant to applicable law, for payment of any income and employment taxes or any other taxes of any kind arising from their receipt of compensation under this Agreement.
- (5) Ineligible for MGNWC/Village Employment Benefits. The Contractor and its employees and its sub-consultants and sub-contractors agree that they shall not be entitled to receive or to participate in any employee benefits or health, life or professional liability insurance programs or other employee benefit programs or pension plans or retirement plans available to part-time or full-time MGNWC, Morton Grove or Niles or employees, and agree that they are ineligible to file a claim for unemployment compensation benefits or for Worker's Compensation benefits against MGNWC, Morton Grove or Niles. The Contractor and its employees and its sub-consultants and sub-contractors agree not to file any such claims in the event this Agreement is terminated or if they are injured or become ill as a result of performing any Services under this Agreement.
- (6) Autonomy. The Contractor and its employees and its sub-consultants and sub-contractors are free to use their time, energy and skill when they are not performing the Services for the MGNWC on other endeavors, as they deem appropriate and advisable.

- (7) Discretion Over Performance and Delivery of Services. The MGNWC shall have no control over the timing, means and way the Services are to be performed by the Contractor, and its employees or its sub-consultants and sub-contractors. The Contractor is responsible for directing and controlling the performance and completion of the Services in a timely manner that meets MGNWC's requested schedule and the Completion Date.
- (8) Certification, Training and Licensing. The Contractor represents that its employees, sub-consultants and sub-contractors: (a) are fully qualified, licensed, registered, trained and capable within their respective disciplines in accordance with applicable laws, regulations and industry standards, and (b) currently hold, and shall maintain throughout the Term of this Agreement, all required licenses, registrations, permits and certificates applicable to their performance of the Services. To the extent that equipment is being utilized in the providing of the Services, the Contractor and its employees and its sub-consultants and sub-contractors shall use their own equipment and tools of the trade, and be qualified and authorized to operate same.
- (9) Applicable Regulations. The Contractor, and its employees and its sub-consultants and sub-contractors, shall be familiar with and comply with the applicable Federal, State, County and local codes, ordinances and regulations, and shall use, apply and enforce the same when performing the Services.
- (10) Injury to Reputation. The Contractor, and its employees and its sub-consultants and sub-contractors, shall not act in a manner that might injure the reputation of MGNWC Affiliates.

## SECTION 6. COMPENSATION AND METHOD OF PAYMENT.

### A. Fee Amount.

- (1) Fee Schedule. The MGNWC agrees to pay for any requested, fully completed and accepted Services rendered by the Contractor in accordance with and not to exceed the Compensation and Fee Schedule attached hereto as Exhibit C of this Agreement. The "not to exceed" Fee for the Basic Services shall be \$89,400 (the "Not-To-Exceed Fee").
- (2) Out-of-Pocket Costs. The Contractor, at its sole cost, shall pay all other expenses related to the performance of this Agreement including, but not limited to, travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment. The Contractor may request reimbursement of these out-of-pocket costs, including the Reimbursable Costs shown in Exhibit C, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.
- (3) Scope of Fees. Except for the \$2,350.00 for the Cook County Notification of Asbestos Abatement Activities filing fee of \$2,350.00 which shall be paid by the MGNWC, the amounts set forth in the Compensation and Fee Schedule include all applicable Federal, State, County and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or similar benefits, and all costs, royalties and fees

arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation due to the payment by the Contractor of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Contractor, and any claim or demand from any person that the MGNWC or Morton Grove or Niles pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Contractor.

B. Invoices and Payment.

- (1) Frequency and Content. The Contractor shall submit invoices to the MGNWC monthly to the MGNWC Representative. Each invoice must be accompanied by receipts, vouchers and other documents as necessary to reasonably establish the Contractor's right to payment of the Compensation stated in the invoice. In addition, each invoice must include employee classifications and employee designations (e.g., initials), rates per hour, and hours worked by each employee classification. If the Services are to be performed in separate phases, then, for each phase, the invoice must also include: the total amount billed in the current phase(s), the total amount billed to date including each completed phase and any current phase(s), and the estimated percent completion of the Services for each phase and on an overall basis.
- (2) Invoice Payment. The MGNWC agrees to make payments to the Contractor within thirty (30) calendar days of receipt of the invoice, unless there is a dispute regarding the invoice, and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*), unless the Parties mutually agree to waive the interest payment. If there is a dispute regarding any invoice, the MGNWC shall make payment for that portion of the invoice not in dispute and the Parties shall cooperate to resolve the dispute as soon as possible in accordance with Subsection 6.G below, but any such dispute shall not cause the Contractor to stop performing Services or delay in its completion of the Scope of Work. The MGNWC's failure to object to any monthly invoices and payment by the MGNWC for Services related to any monthly invoice or other periodic progress payment shall not be an acceptance by the MGNWC of such Services that are incomplete and in progress.
- (3) Final Payment. The Services will be considered complete on the date of final written acceptance by the MGNWC after completion of all the Services for the entire Scope of Services. After delivery of the final report and completion of the Services, the Contractor shall request in writing a confirmation of acceptance of the Services by the MGNWC and shall also deliver an invoice for final acceptance and payment. The MGNWC will make final payment to the Contractor within thirty (30) calendar days after final written acceptance of the Services to be delivered under this Agreement, after deducting therefrom charges, if any, as provided in this Agreement ("Final Payment"). The acceptance by the Contractor of Final Payment will operate as a full and complete release of the MGNWC by the Contractor of and from all lawsuits, claims or demands for further payment of any kind for the Services performed by the Contractor.
- (4) Deductions. Notwithstanding any other provision of this Agreement, the MGNWC may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the MGNWC for any loss due to: (1) Services that are defective, nonconforming or incomplete, (2) liens or claims of lien,

(3) claims against the Contractor or the MGNWC made by any of the Contractor's sub-consultants, sub-contractors or suppliers or by other persons about the Services, (4) delay by the Contractor in the completion of the Services, (5) the cost to the MGNWC, including without limitation reasonable attorneys' fees, of correcting any of the matters stated in this Section or exercising any one or more of the MGNWC's remedies set forth in Section 6.G. (Informal Dispute Resolution) or Section 13.O. (Cumulative Rights and Remedies) below. The MGNWC will notify the Contractor in writing, in accordance with Section 13.D. below, of the MGNWC's determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

(5) Use of Deducted Funds. The MGNWC will be entitled to retain all amounts withheld, pursuant to Section 6.B.(4) (Deductions) above, until the Contractor either has performed the obligations in question or has furnished security for that performance satisfactory to the MGNWC. The MGNWC will be entitled to apply any money withheld or any other money due to the Contractor to reimburse itself for all costs, expenses, losses, damages, liabilities, suits, judgments, awards and reasonable attorneys' fees (collectively "Costs") incurred, suffered or sustained by the MGNWC and chargeable to the Contractor under this Agreement.

C. Records; Audit. The Contractor shall maintain records showing the Services performed and a record of additional services performed, and shall permit the MGNWC to inspect and audit all data and records of the Contractor for Services performed pursuant to this Agreement. The records shall include all billable charges and costs, descriptions and time entries by personnel (in minutes/hours increments) incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Upon written request by the MGNWC, the records shall promptly be made available to the MGNWC or its auditors during normal business hours during the Term of this Agreement, and for three (3) consecutive calendar years after the termination of this Agreement. Copies of such records shall be promptly furnished by the Contractor to the MGNWC at a reasonable per page photocopy expense or in an electronic or digital format at no charge.

D. Claim In Addition To Agreement Amount.

(1) The Contractor shall provide written notice to the MGNWC of any claim for additional Compensation because of any action taken by the MGNWC, within fifteen (15) calendar days after the occurrence of such action.

(2) The Contractor acknowledges and agrees that written notice pursuant to this Section shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and that any changes in the Agreement Amount shall be valid only upon written amendment signed by all Parties pursuant to Section 6F. (Service Change Orders; Delays) below.

(3) Regardless of the decision of the MGNWC relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the Services required to complete the Services under this Agreement, as determined by the MGNWC, without interruption.

E. Additional Services. The Contractor acknowledges and agrees that in no event shall the MGNWC or Morton Grove or Niles be liable for any additional Compensation or fees or costs incurred by the Contractor or any sub-consultant or sub-contractor in connection with any Services provided by the Contractor or any sub-consultant or sub-contractor that are outside of, or exceed, the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the MGNWC or Morton Grove or Niles, except upon the prior written consent of the MGNWC provided under Section 6.F. (Service Change Orders; Delays) below.

F. Services Change Orders; Delays.

- (1) Services Change Orders. The MGNWC, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Services Change Order (a "Services Change Order"). Any one or more Services Change Order which increases the original contract not to exceed price amount (individual or in the aggregate) by more than Twenty Thousand and No/100 Dollars (\$20,000.00) must be approved by Resolution of the governing authorities of the MGNWC. For a Services Change Order below the Twenty Thousand and No/100 Dollars (\$20,000.00) threshold, the MGNWC Representative is authorized to execute the Services Change Order (provided it is not part of other related Services Change Orders that, in the aggregate, exceed the foregoing dollar threshold) after review and approval by the MGNWC Chair. Copies of all Services Change Orders will be sent to the MGNWC Board by the MGNWC Representative upon receipt from the Contractor. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Agreement as Exhibit D. The MGNWC or the Contractor may request a Services Change Order based on new or different information or changes in conditions or circumstances that were not known or not anticipated at the time of approval of this Agreement that results in change in the scope of any Services to be performed under this Agreement. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation as mutually agreed to by the Parties.
- (2) Revision Notices. Within five (5) calendar days of receipt of a MGNWC-approved Services Change Order, the Contractor must notify the MGNWC Representative and the MGNWC Board in writing if the Contractor desires a revision to the Services Change Order (a "Revision Notice"). The Revision Notice must clearly state the Contractor's requested revisions and the reasons for the revisions. If the MGNWC Board agrees to any revision, then the MGNWC Representative will issue a revised Services Change Order in a form acceptable to the Parties. If the Contractor does not submit a Revision Notice within the 5-calendar day period, then the Contractor will be deemed to have accepted the Services Change Order and the Services Change Order will be final.
- (3) Disagreements over Services Change Order Terms. If the MGNWC and the Contractor cannot agree on the proposed revisions to the Compensation or the Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Agreement to reach agreement. In that event, the Contractor must proceed diligently with the revised Services as directed by the MGNWC Board pending resolution of the disagreement. The Contractor will be compensated equitably for the work the Contractor undertakes during the informal dispute resolution process.

(4) No Change in Absence of a Services Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the MGNWC Representative and the Contractor. If the Contractor believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Services Change Order, then the Contractor may submit to the MGNWC a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Contractor's request must be submitted before the Contractor proceeds with any Services for which an adjustment is desired.

(5) Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Contractor, then the Contractor may be entitled to an extension of the Project Schedule for a period equal to that delay. The Contractor must notify the MGNWC in writing within ten (10) calendar days after the start of the delay and again in writing within ten (10) calendar days after the delay has ended (the "Delay Period"). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the delay, the reasons why the delay disrupted performance of the Services, and the Contractor's request, if any, for a change in the Completion Date. If the Contractor fails to submit notices as provided for in this Section, then the Contractor will be deemed to have waived any right to an adjustment.

G. Informal Dispute Resolution.

(1) Dispute Resolution. If a dispute arises between any of the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate to resolve the matter. If the dispute is resolved because of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue other remedies under Section 13.O. (Cumulative Rights and Remedies) below to enforce the provisions of this Agreement.

(2) Performance of Services. During the dispute resolution process, the Contractor must proceed diligently with the performance of Services.

SECTION 7. PERFORMANCE AND STANDARD OF SERVICES.

A. Contractor Responsibilities. The Contractor, at its sole cost, agrees as follows:

(1) Standard of Performance. The Contractor shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the "Standard of Performance"). All Services must be free from defects and flaws, must conform to the requirements of this Agreement, and must be

performed in accordance with the Standard of Performance. The Contractor is fully and solely responsible for the quality, technical accuracy, completeness and coordination of all Services. Such performance shall be to the satisfaction of the MGNWC. All Services shall be performed in a reasonably prompt manner.

- (2) Corrections of Defects, Errors and Omissions. If any errors, omissions or acts, intentional or negligent, are made by the Contractor and/or its employees, its sub-consultants and sub-contractors in providing the Services, the correction of which requires additional Services, the Contractor shall be required to perform such additional Services as may be necessary to remedy same without undue delay and without any charge or cost to the MGNWC. The Contractor must provide, for no additional Compensation and at no separate expense to the MGNWC, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Contractor or of the Contractor's sub-consultants or suppliers.
- (3) Risk of Loss. The Contractor bears the risk of loss in providing all Services. The Contractor is responsible for all damages to property or persons arising from any Contractor negligent or intentional error, omission or act and for any losses or costs to repair or remedy any work undertaken by the MGNWC based on the Services because of any such error, omission or act. Notwithstanding any other provision of this Agreement, the Contractor's obligations under this Section 7 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the MGNWC or the Contractor, to indemnify, hold harmless or reimburse the Contractor for damages, losses or costs.
- (4) Communications with Regulators. The Contractor must comply with all statutes, ordinances, codes and regulations applicable to the Services. Except to the extent expressly set forth in this Agreement, the Contractor may not communicate directly with applicable governmental regulatory agencies about the Services without prior express authorization from the MGNWC Board or the MGNWC Representative. The Contractor must either direct inquiries from governmental regulatory agencies to the MGNWC Board for appropriate response or respond on behalf of the MGNWC as directed by the MGNWC Representative. To the extent that the Contractor communicates directly with applicable governmental regulatory agencies with regard to Services, it shall promptly (same day or within twenty-four (24) hours) inform the MGNWC Representative of such communications, provide copies to the MGNWC Representative of any such written communications (e.g., letters, emails, etc.) and shall copy the MGNWC Representative or the MGNWC Working Group on its own communications to the governmental regulatory agencies, as requested by the MGNWC. In those cases that the MGNWC will be either responding directly to the regulatory agencies, or providing information to the Contractor to allow the Contractor to respond, the response must be made within five (5) calendar days so as not to delay the Project.
- (5) Contractor Payments; Waivers of Liens. The Contractor must pay promptly for all services, labor, materials and equipment used or employed by the Contractor in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises and property of the MGNWC to be impressed with any mechanic's

lien or other liens. The Contractor, if requested, must provide the MGNWC with reasonable evidence that all services, labor, materials and equipment have been paid in full and with waivers of lien as appropriate.

(8) Safety; Hazardous Materials.

- i. Protection of Health, Environment. The Contractor's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.
- ii. Notice of Hazardous Conditions. If the Contractor observes a potentially hazardous condition relating to the Services, the Contractor must immediately bring that condition to the attention of the MGNWC Board, the MGNWC Representative and the MGNWC Working Group.
- iii. Hazardous Materials. The Contractor acknowledges that there may be hazardous substances, wastes or materials as defined by applicable Law ("Hazardous Materials") within the proposed Project area or otherwise associated with Services, and the Contractor under those circumstances must take appropriate precautions to protect its employees, sub-consultants and suppliers, and shall advise in writing the MGNWC Board, the MGNWC Representative and the MGNWC Working Group of the presence or suspected presence and location of such Hazardous Materials.

(9) Performance Bond and a Payment Bond.

- i. The Contractor shall provide a Performance Bond and a Payment Bond in the full amount of the Agreement. The bonds shall be in form and substance satisfactory to the MGNWC, consistent with Exhibit E. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the bonds, if not officers, shall be attached thereto.
- ii. The Performance Bond and the Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by the Contractor pursuant to the Agreement and shall indemnify the MGNWC from any liability or loss resulting to the MGNWC from any failure of the Contractor to fully to perform each all said duties. The Performance Bond and the Payment Bond shall be deemed to cover all such duties.
- iii. The Performance Bond and the Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.



- iv. The bond furnished by the Contractor shall fully comply with the Illinois Public Construction Bond Act (30 ILCS550/0.01 *et seq.*) including the provisions as found in section 30 ILCS 550/1., entitled, Bond Required- Provisions required in bond as amended.
- v. The bond shall include a provision stating that no modification of any provision of any Contract Document, including, without limitation, a change in the contract time, Compensation or other condition of payment, will release the surety either in part or in whole. If from time to time the Compensation is increased by \$10,000.00 or more, then the bond thereto shall be increased by the amount which the contract sum was increased.

B. MGNWC Responsibilities. The MGNWC, at its collective cost, agrees as follows:

- (1) To designate in writing a person with authority to act on behalf of the MGNWC with respect to the Services. The MGNWC Representative will have the authority to act on behalf of the MGNWC, except on matters that require approval of the respective governing authorities of the MGNWC or the input of the MGNWC Working Group.
- (2) To provide to the Contractor all criteria and information about the requirements for the Services, including, as relevant, the MGNWC's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.
- (3) To provide to the Contractor existing studies, reports and other available data relevant to the Services.
- (4) To arrange for access to, and make provisions for the Contractor (and its employees, sub-consultants and sub-contractors) to enter on, public and private property as reasonably required for the Services.
- (5) To provide, as relevant, existing surveys and GIS data describing physical characteristics, legal limitations and utility locations for the Services and the services of other Contractors when the services of other Contractors are requested by the Contractor and are necessary for the performance of the Services.
- (6) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law to be provided by the MGNWC in connection with the Services, except to the extent such tests, inspections or reports are part of the Services.
- (7) To review reports, documents, data and all other information presented by the Contractor as appropriate and to provide responses in a timely manner.
- (8) To provide approvals from all governmental authorities having jurisdiction over the Services when requested by the Contractor, except to the extent such approvals are part of the Services.
- (9) To attend meetings related to the Services.

- (10) To give prompt written notice to the Contractor whenever the MGNWC or one of the MGNWC Affiliates observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the MGNWC or one of the MGNWC Affiliates to give any such a notice will not relieve the Contractor of any of its responsibilities under this Agreement.

#### SECTION 8. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, hold harmless and indemnify the MGNWC and the MGNWC Affiliates from and against any and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs or other liabilities of any character (including reasonable attorney fees and litigation costs) to the extent arising in whole or in part, relating to or resulting from the performance under this Agreement by the Contractor and/or its employees and its sub-consultants and sub-contractors, or others performing or furnishing any Services directly or indirectly on the Contractor's behalf, including but not limited to: (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order or governmental directive; (b) negligent acts, omissions or willful misconduct; and (c) failure to comply with the terms, conditions, representations or warranties contained in this Agreement. In connection with any such liabilities, the MGNWC and the MGNWC Affiliates shall have the right to defense counsel of their choice and the Contractor shall be solely liable for all reasonable costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to this Agreement shall in no way limit the extent of the Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Agreement.
- B. If the MGNWC or the MGNWC Affiliates permits the Contractor to use any of the MGNWC or the MGNWC Affiliates' equipment, tools or facilities, such use will be gratuitous and the Contractor shall release the MGNWC or the MGNWC Affiliates' from any responsibility arising from claims for personal injuries, including death arising out of the use of such equipment, tools, facilities irrespective of the condition thereof or any negligence on the part of the MGNWC or the MGNWC Affiliates in permitting their use.
- C. Kotecki Waiver. The Contractor (and all sub-consultants and sub-contractors into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided thereunder. The Contractor agrees to indemnify and defend MGNWC and the MGNWC Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which MGNWC and the MGNWC Affiliates, may sustain as a result of personal injury claims by the Contractor's employees and by the sub-consultants and sub-contractors and their respective employees, except to the extent those claims arise as a result of MGNWC's and the MGNWC Affiliates' own negligence.
- D. No Personal Liability. No elected or appointed official or employee of the MGNWC and the MGNWC Affiliates shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement. No employee of the Contractor, sub-consultants, and sub-contractors shall be personally liable, in law or in contract, to the MGNWC as the result of the execution of this Agreement.

SECTION 9. INSURANCE.

- A. During the Term of this Agreement, or any extended term, the Contractor shall procure and maintain the insurance coverages set forth in Exhibit F.

SECTION 10. CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS.

- A. No Disclosure of Confidential Information. The Contractor acknowledges that it shall, in performing the Services for the MGNWC under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information, as defined below. The Contractor shall hold confidential all Confidential Information of the MGNWC and Morton Grove and Niles and shall not disclose or use such Confidential Information without the express prior written consent of the MGNWC, Morton Grove or Niles, depending on whose Confidential Information is at issue. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring its employees and sub-consultants and sub-contractors of the Contractor to execute a non-disclosure agreement (in a format approved by the MGNWC) before obtaining access to Confidential Information.
- (1) Confidential Information. All confidential information and data disclosed by the MGNWC and developed or obtained from the MGNWC under this Agreement must be treated by the Contractor as proprietary and confidential information ("Confidential Information"). Based on whose Confidential Information is at issue, the Contractor must not disclose Confidential Information without the MGNWC's or Morton Grove's or Niles' prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of the Services. The obligations under this Section do not apply to Confidential Information that is (i) in the public domain without breach of this Agreement, (ii) developed by the Contractor independently from this Agreement, (iii) received by the Contractor on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by the MGNWC or Morton Grove or Niles and the MGNWC or Morton Grove or Niles has had a reasonable opportunity to protect disclosure of the Confidential Information. The Contractor must ensure that the foregoing obligations of confidentiality and use extend to and bind the Contractor's employees, sub-consultants and sub-contractors.
- B. Ownership of Data and Documents. The Parties expressly agree that all data, documents, records, studies or other information (collectively "Data") provided by the MGNWC to the Contractor or generated, created, found or otherwise completed by the Contractor, and its employees, sub-consultants and sub-contractors, in the performance of Contractor's Services under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the MGNWC and shall be provided to the MGNWC by the Contractor upon request of the MGNWC, or at the termination of this Agreement. All Data, regardless of its format, developed or obtained under this Agreement, other than the Contractor's confidential information, will be and remain the sole property of the MGNWC, unless the MGNWC agree that certain portions of the Data is the sole property of either Morton Grove or Niles. The Contractor must promptly deliver all Data to the MGNWC at the MGNWC's request. The Contractor is responsible for the care and protection of the Data until that delivery. The Contractor may retain one or more copies of the Data. Notwithstanding the foregoing, upon request of the MGNWC at any time, or at the termination of

this Agreement, the Contractor shall promptly return to the MGNWC all documents provided to the Contractor by the MGNWC during the Term of this Agreement.

- C. Intellectual Property. The Contractor may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "Intellectual Property") in the performance of Services. If ever the Contractor is alleged to have infringed on any Intellectual Property, then, in addition to the Contractor's obligations to indemnify the MGNWC under this Agreement, the Contractor also, at the sole discretion of the MGNWC and at the Contractor's sole expense (a) procure for the MGNWC the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Agreement, or (c) reimburse the MGNWC for all payments made to the Contractor relating to or impacted by the infringing material and all costs incurred by the MGNWC resulting from such infringement.
- D. Copyrights and Patents. The Contractor agrees not to assert, or to allow persons performing under the Contractor's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the MGNWC and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the MGNWC. Further, the Contractor agrees that all rights under copyright and patent laws under this Agreement belong to the MGNWC. The Contractor assigns any and all rights, title, and interests under copyright, trademark, and patent law to the MGNWC and agrees to assist the MGNWC in perfecting the same at the MGNWC's expense.
- E. Advertisements; Media / News Releases; Use of Letterhead or Logo. The Contractor, and its employees, sub-consultants and sub-contractors, shall not issue any media news releases, advertisements, promotional materials or other public statements regarding the Services without the prior written consent of the MGNWC Working Group. The Contractor shall not use the letterhead or logo or any service mark or trademark of Morton Grove without the prior written consent of the Village Administrator of Morton Grove and shall not use the letterhead or logo or any servicemark or trademark of Niles without the prior written consent of the Village Manager of Niles.

#### SECTION 11. COMPLIANCE WITH LAWS.

- A. Compliance with Laws. The Contractor, and its employees, sub-consultants and sub-contractors, shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Illinois Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC, Metropolitan Water

Reclamation District of Greater Chicago, the Village of Morton Grove and the Village of Niles. If the Contractor, or its employees, sub-consultants and sub-contractors, in performing the Services are found to have not complied with any of the applicable laws and regulations as required by this Agreement, then the Contractor shall indemnify and hold the MGNWC harmless, and pay all amounts determined to be due from the MGNWC for such non-compliance by the Contractor, including, but not limited to fines, costs, attorneys' fees and penalties.

- (1) Employment of Illinois Workers on Public Works Act Compliance. To the extent required by law, the Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).
  - (2) Preference To Veterans Act Compliance. The Contractor will comply with the Preference to Veterans Act (330 ILCS 55).
  - (4) Patriot Act Compliance. The Contractor represents and warrants to the Villages that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Villages that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Villages, their respective corporate authorities, and all of each Village's elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- B. The Parties to this Agreement shall further comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- (1) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to

fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (2) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, *Illinois Human Rights Act (775 ILCS 5/2-105)*. See also, *Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)*
- (3) Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA. To facilitate a response by the MGNWC to any FOIA request, the Contractor agrees to provide all requested public records within five (5) business days of a request being made by MGNWC. The Contractor agrees to defend, indemnify and hold harmless MGNWC and the MGNWC Affiliates, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the MGNWC, Morton Grove and/or Niles to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from the Contractor's actual or alleged violation of the FOIA or the Contractor's failure to furnish all public records as requested by the MGNWC. Furthermore, should the Contractor request that the MGNWC utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith

(such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor agrees to defend, indemnify and hold harmless MGNWC and the MGNWC Affiliates, and agrees to pay all costs incurred by the MGNWC, Morton Grove and/or Niles connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to the Contractor's request to utilize a lawful exemption.

C. Contractor Representations.

- (1) No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village of Morton Grove and the Village of Niles, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the MGNWC prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time, it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Contractor shall be liable to the MGNWC, the Village of Morton Grove and/or the Village of Niles for any loss or damage that the MGNWC, the Village of Morton Grove and/or the Village of Niles may suffer, and this Agreement shall, at the MGNWC's option, be null and void.
- (2) Conflict of Interest.
  - (a) The Contractor represents and certifies that, to the best of its knowledge: (1) no MGNWC, Morton Grove or Niles employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the Term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- (3) Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Contractor also must comply with applicable conditions of any federal, state, or local grant received by the MGNWC with respect to this Agreement. The Contractor will be solely responsible for any fines or penalties that may be imposed or

incurred by a governmental agency with jurisdiction over the Services because of the Contractor's improper performance of, or failure to properly perform, any Services.

SECTION 12. DEFAULT AND TERMINATION OF SERVICES.

- A. This Agreement is at-will and may be terminated by the MGNWC at any time at MGNWC'S convenience, without reason or cause. If the MGNWC terminates this Agreement without reason or cause, then the MGNWC will liable to the Contractor only for payment of all actual, completed, documented Services through the date of termination. The Contractor shall not be entitled to Compensation of any kind, including without limitation for lost profit, for any Services not performed by the Contractor.
- B. Termination by MGNWC for Breach. MGNWC at any time, by written notice, may terminate this Agreement because breach by the Contractor and failure of the Contractor to cure the breach within ten (10) calendar days after that written notice or such further time as the MGNWC may agree, in the MGNWC's sole discretion, in response to a written notice from the Contractor seeking additional time to cure. "Breach" by the Contractor includes (a) failure of the Contractor to adhere to any terms or conditions of this Agreement, (b) failure of the Contractor to properly perform Services, (c) failure of the Contractor to maintain progress in the performance of Services to endanger proper performance of the Services within the Project Schedule, or (d) failure of the Contractor to have or maintain adequate financial or legal capacity to properly complete any Services.
- C. MGNWC Remedies. If t MGNWC terminates this Agreement for Breach by the Contractor, then the MGNWC will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
- (1) MGNWC may recover from the Contractor any and all costs, including without limitation reasonable attorneys' fees, incurred by the MGNWC as the result of any Breach or as a result of actions taken by MGNWC in response to any Breach.
  - (2) MGNWC may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the MGNWC as the result of any Breach or as a result of actions taken by the MGNWC in response to any Breach. In that event, the MGNWC will pay any excess funds to the Contractor, if any, after all of the MGNWC's costs are reimbursed or paid. If the Compensation withheld by the MGNWC is insufficient to reimburse the MGNWC for, or pay, all costs, then the MGNWC will has the right to recover directly from the Contractor a sum of money sufficient to reimburse itself, or pay, all remaining costs.
- D. Termination for Convenience. If, after termination of this Agreement by the MGNWC for breach, it is determined that the Contractor was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the MGNWC under this Section 12.
- E. Termination by Contractor for Breach. The Contractor at any time, by written notice, terminate this Agreement because a failure by the MGNWC to adhere to any terms or conditions of this Agreement and a failure of the MGNWC to cure the breach within ten (10) calendar days after



that written notice or such further time as the Contractor may agree, in the Contractor's sole discretion, in response to a written notice from the MGNWC seeking additional time to cure.

- F. Termination by Contractor without Cause. The Contractor shall not terminate this Agreement without cause.

### SECTION 13. GENERAL PROVISIONS.

- A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the MGNWC Board and executed by the MGNWC Chair and the Contractor.
- B. Assignment. The Contractor shall not assign this Agreement or any portion thereof without the prior written approval of the MGNWC Board, which shall not be unreasonably withheld. The merger, consolidation or liquidation of the Contractor or any change in the ownership of or power to vote equal to twenty percent (20%) or more of the Contractor's capital stock, as held as of the date of execution of this Agreement, shall be deemed an assignment; provided, however, that the transfer of ownership of shares of capital stock between persons who, on the date of this Agreement, are owners of the Contractor's capital stock or who are employees of Contractor, shall not constitute an assignment. As part of the written notice of assignment sent to the Contractor, an addendum to this Agreement that memorializes the assignment shall be prepared and sent to the Contractor for execution.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the MGNWC and the Contractor, and their agents, successors and assigns.
- D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Section 13.D., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the MGNWC shall be addressed to, and delivered at, the following addresses:

Steven Vinezeano, Chair  
Morton Grove-Niles Water Commission  
1000 Civic Center Drive  
Niles, Illinois 60714  
Phone: (847) 588-8010  
Fax: (847) 588-8051  
Email: [scv@niles.com](mailto:scv@niles.com) or TBD

With a copy to:  
Teresa Hoffman Liston, General Counsel  
Morton Grove Water Commission  
6101 Capulina Avenue  
Morton Grove, IL, 60053  
Fax: 847-965-4162  
Email: [tliston@mortongroveil.org](mailto:tliston@mortongroveil.org)

Notices and communications to the Contractor shall be addressed delivered to the following address:

Attn: Jerry Zumbrock  
Albrecht Enterprises, Inc.  
1684 E. Oakton Street  
Des Plaines, Illinois 60018  
Phone: 847-827-2444  
Fax: 847-827-3399  
Email: [Jerry@AlbrechtEnterprises.net](mailto:Jerry@AlbrechtEnterprises.net)

With a copy to:  
Bob Albrecht, President  
Albrecht Enterprises, Inc.  
1684 E. Oakton Street  
Des Plaines, Illinois 60018  
Phone: 847-827-2444  
Fax: 847-827-3399  
Email: [bob@AlbrechtEnterprises.net](mailto:bob@AlbrechtEnterprises.net)

- E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against MGNWC and the MGNWC Affiliates.
- F. Provisions Severable. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.
- H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- I. Venue and Governing Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the Northern District of the United States District

Court, Chicago, Illinois, and the Parties consent to the jurisdiction of said Courts for any such action or proceeding.

J. Authority to Execute.

(1) MGNWC Water Commission. The MGNWC warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

(2) The Contractor. The Contractor warrants and represents to the MGNWC that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement, and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

L. Waiver. The failure of either Party to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

M. Survival. The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of this Agreement.

N. Counterpart Execution. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

O. Cumulative Rights and Remedies. Unless expressly provided to the contrary in this Agreement, every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

P. Effective Date. This Agreement shall become effective on the date the last signatory signs this Agreement.

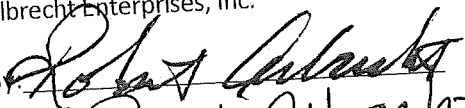
IN WITNESS WHEREOF, this Agreement was executed on behalf of the Parties through their authorized representatives, after all duly required corporate action was taken, as set forth below on the signature pages.

SIGNATURE PAGES AND EXHIBITS TO FOLLOW

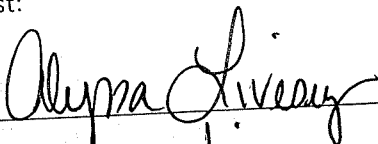
SIGNATURE PAGE FOR CONTRACTOR

IN WITNESS WHEREOF, the below authorized corporate officer of Albrecht Enterprises, Inc. signed this Agreement pursuant to legal authority and direction granted to him/her by the required corporate action.

Albrecht Enterprises, Inc.

By:   
Name: Robert Albrecht  
Title: President  
Date: October 31<sup>st</sup>, 2017

Attest:

By:   
Name: Alyssa Livesey  
Title: Secretary  
Date: October 31<sup>st</sup>, 2017

SIGNATURE PAGE FOR  
MORTON GROVE-NILES WATER COMMISSION

IN WITNESS WHEREOF, the below authorized officials of the Morton Grove-Niles Water Commission have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) ("Division 135") and the corporate approval granted by passage of a Resolution by the Corporate Authorities of the Morton Grove-Niles Water Commission.

Morton Grove-Niles Water Commission

By: \_\_\_\_\_

Steven Vinezeano, Chair

Date: 10/26, 2017.

Attest:

By: \_\_\_\_\_

John Pietron, Secretary, Clerk  
Morton Grove-Niles Water Commission

Date: 10/26, 2017

Approved as to form and legality:

By: \_\_\_\_\_

Teresa Hoffman Liston, MGNWC General  
Counsel

Exhibit: A

Exhibit: A  
Final Scope of Services

The Scope of Work includes the following Documents:

- a. **SCOPE OF WORK** *Demolition, Asbestos Abatement & Removal of Underground Storage Tank (excluding Section 3 UST Removal Activities)* Page 28-37
- b. **DEMOLITION SPECIFICATIONS** Page 38-47
- c. **ASBESTOS ABATEMENT SPECIFICATIONS** Page 48-66
- d. **ADDENDUM No. 1** Page 67-68

# EXHIBIT A

## SCOPE OF WORK

Demolition, Asbestos Abatement &  
Removal of Underground Storage Tank

True North Consultants, Inc., on behalf of the Morton Grove – Niles Water Commission (Owner), has developed the following Scope of Work for the structural demolition, asbestos abatement, and removal of one underground storage tank and appurtenances at the former commercial building located at 7900 Nagle Avenue in Morton Grove, Cook County, Illinois (Site). The following sections provide information concerning the site conditions and the site-specific Scope of Work.

### SITE CONDITIONS

#### 1.0 Site Information

The Site consists of an approximate 0.95 acre parcel of land identified by the parcel number 10-30-202-012-000. The Site is currently developed with an approximate 20,612 square-foot, one-story, slab on grade masonry structure on the north side and an asphalt-paved parking area on the south side of the Site. The structure is currently vacant. The former occupant appears to have ceased operations as late as 2013. The current site conditions date back to circa 1957.

One UST historically utilized for heating oil storage is present beneath the slab within the southwest portion of the structure. The UST was abandoned in-place in 2001 after removal from service based on Illinois OSFM records. The following table provides known information concerning the abandoned UST to be removed from the Site.

OSFM Facility/ Tank ID	Size & Former Product	Assumed Material of Construction	Assumed UST Contents	Liquid Present
2030967/ #1	5,000 Gallon Heating Oil UST	Steel Wall	Slurry (per OSFM UST Abandonment records)	Assumed (unknown)

Documentation associated with the abandoned UST provided by Illinois OSFM is presented within the project specification package as Attachment B.

Utilities, including subsurface storm and sanitary sewer lines, are present within the project area. Other additional utilities may be present in the area and must be located prior to any excavation work. The Contractor is ultimately responsible for locating and/or coordinating the locating of any additional utilities which must be avoided and/or protected during project activities. Utility locations shall be field verified by the Contractor prior to commencing work.

#### 2.0 Existing Site Conditions

The Contractor shall inspect the Site prior to submittal of a Bid. The Owner and Owner's Representative will conduct a walk-through for bid preparation purposes. The Contractor shall be responsible for identifying and satisfying itself of quantities, measurements, field conditions, and all other information required for preparation of a quotation.

## **SCOPE OF WORK**

### **1.0 Pre-Construction Activities**

#### *1.1 Permits & Notifications*

The Contractor shall obtain any and all applicable Federal, State and Local permits and submit any notifications required for their corresponding scope of work, inclusive of the demolition and removal of the identified Structure, abatement of asbestos-containing material, and UST removal. Permitting requirements will include but may not be limited to Illinois EPA notification, Illinois Office of the State Fire Marshal (OSFM) UST removal permit, Cook County notification and demolition permit, applicable local notifications and/or permits, and Joint Utility Locating Information for Excavators network (JULIE) dig notification and authorization. The Contractor shall include all costs associated with the acquisition of any necessary notifications and permits within their base bid.

#### *1.2 Labor & Equipment Requirements*

The Contractor shall provide all labor, equipment, materials, insurance, and permits necessary for the demolition of the Structure, removal of construction and demolition debris, abatement of asbestos-containing material, removal of the identified abandoned UST, as applicable per the identified scope of work. The Contractor shall ensure that provided personnel is qualified and experienced in the type of Work to be performed and that all on-Site personnel have the appropriate training for Work performance in accordance with all applicable regulations, including OSHA, Illinois OSFM, Illinois EPA, Illinois Department of Public Health (Illinois DPH), US EPA, Cook County, as well as local regulations and requirements.

#### *1.3 Contaminated Waste Disposal Coordination*

The Contractor shall ensure that the appropriate coordination has been made to transport and dispose of demolition waste, contaminated soils, backfill materials, UST contents, and liquid, if present, to a disposal site as instructed by the Owner's Representative. The Contractor is responsible for completing, submitting, and obtaining approval for any applicable waste profiles which may include waste characterization sampling and laboratory analyses as necessary. The UST removal Contractor shall be responsible for retaining a permitted special waste liquid hauler as well as securing any necessary disposal authorization from a permitted landfill/liquid treatment facility prior to the initiation of Site activities. The UST removal Contractor shall provide the transporter and selected landfill/treatment facility to be used for soil and water disposal/treatment on the provided Bid forms.

### **2.0 Demolition & Asbestos Abatement Activities**

#### *2.1 Site Security*

The Demolition Contractor shall provide security in the form of a temporary 8-foot high fencing, as well as appropriate signage to prevent unauthorized access to the project area.



Fencing shall be of adequate construction to remain intact for a minimum of 18 months from the time of installation. Fencing shall be installed along the north, east and west property boundary lines. Fencing on the west property line shall start at the north post of the existing Morton Grove Public Works fence, extend to the north property line, then extend east to the eastern property line. From the northeast corner, the fence shall extend south to the Morton Grove Public Works building. Two gates shall be installed for vehicular and truck access at the eastern property line, one at the existing public alley entrance and one at the east Property entrance. The Contractor shall be responsible for maintaining the integrity of this fencing until the Owner has determined satisfactory completion of demolition and asbestos abatement activities. The Contractor shall be responsible for repair of any damage incurred during the demolition and asbestos abatement activities.

The UST removal Contractor shall be responsible for the maintenance of the temporary fencing during UST removal activities. Any damage sustained during this timeframe shall be repaired at the UST removal Contractor's expense.

## 2.2 *Asbestos Abatement Activities*

The Scope of Work shall include all work activities necessary for the removal of asbestos containing materials as identified in the True North Consultants, Inc. (True North) Asbestos Survey reports dated August 23 and October 3, 2017 and any bid specification addendum(s). Asbestos abatement activities shall include the removal of all ACM pipe insulation, all fittings (both non-ACM and ACM), cooling tower packing, roofing mastic, and floor tile and adhesives from the Structure prior to demolition activities. The Asbestos Abatement Contractor shall be responsible for any means necessary to access ACM material in/under walls, ceilings, and floors inclusive of demolition and stripping.

The Asbestos Abatement Contractor shall perform the following in accordance with the provided Asbestos Abatement Specifications and all applicable Federal, State and Local regulations.

1. Obtain any and all Federal, State and local permits and notifications required for the abatement of asbestos-containing materials.
2. Provide all labor, equipment, materials, insurance, and disposal fees necessary for the abatement and disposal of asbestos-containing materials and asbestos contaminated material and debris associated with the subject structure. Asbestos abatement activities shall be performed in accordance with all applicable Federal, State and Local regulations and in accordance with all contract documents.
3. The contractor is responsible for providing and verifying that safe conditions exist prior to entry by demolition or abatement personnel. Partial demolition may be necessary to provide access to ACM. The contractor is responsible for evaluating Site conditions and confirming necessary work activities prior to bidding.
4. Remove and dispose of all asbestos-containing materials identified within the provided inspection reports as well as any applicable bid specification addendum.

Additionally, the Contractor shall remove all pipe insulation fittings, including ACM and non-ACM fittings.

5. The Contractor shall HEPA vacuum and wet wipe any visible dust and debris from any interior location in the event any damaged friable asbestos-containing materials and asbestos-contaminated materials or debris are present.
6. The Contractor shall be responsible for determining the verifying all quantities of asbestos-contaminated materials prior to bidding. The quantities provided within the inspection reports are intended to be estimates and are not intended to be exact as noted therein. The Contractor shall be responsible for the removal and proper disposal of all ACM identified within the provided asbestos survey reports. Additionally, any asbestos contaminated materials shall be removed from the building and disposed of as ACM waste. Potential asbestos contaminated materials which may be encountered during demolition shall be handled and disposed of per applicable regulations.
7. The Contractor shall be responsible for fully investigating the conditions affecting the work, including but not limited to physical conditions of the Site which may affect site access, handling and disposal of materials, presence of water and electric or other utilities that may otherwise affect performance of required activities. All quantities noted within contract documents are solely intended to be approximations of the total quantity of materials present and should not be used for bidding purposes. The Contractor is solely responsible for the determination of the exact quantities of materials (both non-ACM and ACM) present at the Site. Any failure by the Contractor to acquaint himself with available information will not relieve them from the responsibility for estimating properly the difficulty or cost of successfully performing the work.
8. If necessary, at the completion of any abatement activities performed within a negative pressure enclosure, the Contractor shall thoroughly clean all surfaces to the extent feasible within the enclosure. Upon completion of cleaning, the Contractor shall notify the Owner or Owner's Representative that abatement activities have been completed at which point final clearance air monitoring may be performed by the Owner's Representative within each negative pressure enclosure. Clearance air monitoring shall be performed utilizing aggressive methods and shall be analyzed by Phase Contrast Microscopy (PCM). In the event that concentrations of airborne fibers within any work area are detected at concentrations greater than 0.01 f/cc, the Contractor shall conduct additional cleaning of the work area until which time final air clearance has been successfully achieved.
9. Within fifteen (15) days of the completion of asbestos abatement activities, the Contractor shall submit all final closeout documentation to the Owner's Representative for review. Final payment will not be authorized until which point all closeout documentation, inclusive of waste disposal documentation, has been properly submitted.

### 2.3 Demolition

The Scope of Work shall include all work activities necessary for the mechanical demolition and removal of the Structure, concrete slab, miscellaneous improvements, and any other related items located within the defined boundaries of the demolition area including the handling, storage, recycling, and disposal of waste materials. Explosives or other alternative methods of demolition are not permitted. The subsurface foundations and associated footings shall remain in-place and removed by others.

The Contractor shall remove all rubbish and waste resulting from the demolition work, all of which shall be disposed of at an approved and permitted/licensed (where applicable) disposal or recycling facility. Wherever feasible, decontaminated metallic debris and salvageable materials shall be segregated and recycled. All hard fill (e.g. brick, masonry block, concrete debris) must be hauled offsite to a legal recycling disposal facility with the exception of approximately 100 yards of material to be designated by the Owner or Owner's Representative for future use on-site. Dump receipts must be retained and submitted to the Owner or Owner's Representative upon request.

Demolition shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by current Village of Morton Grove, Village of Niles, and Cook County code requirements and as otherwise required within contract documents. The contractor is responsible for providing and continuously verifying that safe conditions exist. The contractor is solely responsible for evaluating Site conditions prior to quoting the project.

Provide labor, equipment, transportation, and recycle/disposal of all demolition and miscellaneous debris generated during the demolition activities. The Contractor will be required to have an asbestos-trained competent person on-Site during all demolition activities. The competent person shall supervise demolition activities as well as the removal of the demolition and miscellaneous debris and in the event additional suspect asbestos containing material(s) is identified, the Contractor shall cease work immediately and notify the Owner's Representative. Any suspect material(s) not previously sampled shall be assumed to be ACM and handled and disposed of accordingly or sampled by a licensed asbestos inspector and asbestos content determined prior to resuming work in the area. Two asbestos inspection reports have been included within the specification documentation as Attachment A. The Owner or Owner's Representative will be responsible for coordinating and executing any necessary additional sampling.

1. Obtain any and all Federal, State and Local permits and notifications required for said demolition activities. Permitting requirements will include but may not be limited to; a demolition permit from the municipality, JULIE DIG Number, and a 10-day notification to the Illinois EPA prior to structural demolition.
2. Provide all labor, equipment, materials, insurance, and permits necessary for the demolition of the aforementioned structure. All above ground structures, debris and concrete slab foundation within the boundaries of the demolition area shall be removed.

3. Provide all labor, equipment, materials, insurance, testing, and disposal facility approval(s) necessary for the handling, removal and off-site disposal of hazardous materials and universal wastes present within the structure in accordance with applicable regulations. These items shall Hazardous materials present may include, but are not necessarily limited to, universal wastes (i.e. fluorescent light tubes and ballasts), approximately 85 pounds HVAC system refrigerants (R-22) present within mechanical systems on the roof of the structure, electrical transformers, paint, cleaners, and any other materials present within or on the structure. The Contractor is solely responsible for evaluating site conditions and materials present prior to bidding. The cost of handling, transportation, and disposal of all building contents and materials shall be included in the demolition base bid.
4. The Contractor shall be responsible for notifying and the appropriate utility locate companies to determine the locations of underground utilities and coordinating utility disconnections. The exact locations of utility disconnections will be dependent upon the information gathered from the underground utility locates as well as information gathered from the local utilities.
5. The Contractor shall protect all nearby stormwater inlet systems to prevent impact to nearby waterways.
6. The Scope of Work shall include all work activities necessary for the demolition of structures including the handling, storage, recycling, and disposal of all waste materials.
7. The scope of items to be demolished and removed from the Site shall include the structure inclusive of the walls, floors, and concrete slab; miscellaneous debris and materials within the structure; and any other related items located within the demolition area.
8. The Contractor shall remove all rubbish and waste resulting from the demolition work, all of which shall be disposed of at an approved dumpsite. Wherever feasible, decontaminated metallic debris and salvageable materials shall be segregated and recycled. All hard fill (i.e. brick, masonry block, concrete debris) will be hauled offsite to a legal recycling disposal facility with the exception of approximately 100 yards of material to be designated by the Owner or Owner's Representative for future use on-site. Dump receipts must be retained and submitted to the Owner or Owner's Representative upon request.
9. The existing concrete slab shall be removed. The subsurface foundation footings will remain intact and shall be removed to surrounding grade. Rough grading shall be performed to provide a smooth transition between the demolition area and surrounding areas. Following demolition, rough grading shall be performed to provide a smooth transition between the demolition area and undisturbed surrounding areas.

10. Demolition shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by the current Village of Morton Grove, Village of Niles, and Cook County code requirements and as otherwise required within contract documents. The contractor is responsible for providing and verifying that safe conditions exist prior to entry by demolition or abatement personnel. Partial demolition may be necessary to provide access for asbestos abatement based on present conditions. The contractor is responsible for evaluating Site conditions prior to bidding.
11. Provide labor, transportation, and recycle/disposal of all construction and miscellaneous debris generated during the demolition activities. The Contractor shall be required to have an asbestos-trained competent person on-Site during all demolition activities. The competent person shall supervise the removal of the demolition and miscellaneous debris and in the event suspect asbestos containing materials is identified, the Contractor shall cease work immediately and notify the Owner's Representative. Any suspect material(s) shall be assumed to be ACM and handled and disposed of accordingly or sampled by a licensed asbestos inspector and asbestos content determined prior to resuming work in the area.
12. In the event additional asbestos containing materials (ACM) are encountered beyond those materials identified within the asbestos survey report, the ACM shall be removed by trained and licensed individuals following applicable regulations and procedures outlined in the Asbestos Scope of Work and Asbestos Abatement Specifications sections of this bid package. All ACM and asbestos-contaminated debris shall be disposed of as an asbestos waste at a permitted landfill.
13. The Contractor shall set aside for on-site staging approximately 100 yards of demolition materials (i.e. crushed concrete, brick) to be utilized by others for future backfilling of the UST excavation. The materials shall be selected and ultimately staged within an on-site area designated the Owner or Owner's representative prior to demolition activities.

### ~~3.0 UST Removal Activities~~

#### ~~3.1 Site Security~~

~~The Demolition Contractor is responsible for providing security in the form of a temporary 8 foot high fencing, as well as appropriate signage to prevent unauthorized access to the project area. Fencing shall be of adequate construction to remain intact for a minimum of 18 months from the time of installation. Fencing shall be installed along the north, east and west property boundary lines. Fencing on the west property line shall start at the north post of the existing Morton Grove Public Works fence, extend to the north property line, then extend east to the eastern property line. From the northeast corner, the fence shall extend south to the Morton Grove Public Works building. Two gates shall be installed for vehicular and truck access at the eastern property line, one at the existing public alley entrance and one at the east Property entrance.~~

~~Upon initiation of UST removal activities, the UST removal Contractor shall assume responsibility for maintaining the integrity of this fencing until the Owner has determined satisfactory completion of work activities. The UST removal Contractor shall be responsible for repair of any damage incurred during the UST removal activities.~~

~~The UST removal Contractor shall be responsible for the maintenance of the temporary fencing during UST removal activities. Any damage sustained during this timeframe shall be repaired at the UST removal Contractor's expense. The UST Removal Contractor shall provide 4 feet tall orange snow fence or equivalent at the completion of backfill activities if a surface depression or other condition warranting safety fencing is present.~~

### ~~3.2 UST Removal & Disposal~~

~~The Contractor shall remove and dispose of the identified UST in accordance with all Federal, State, and Local regulations inclusive of, but not limited to, Illinois OSFM requirements provided within 41 Illinois Administrative Code (IAC) Part 174 *General Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances* and 41 Illinois Administrative Code Part 175 *Technical Requirements for Underground Storage Tanks and the Storage, Transportation, Sale and Use of Petroleum and Other Regulated Substances*. The UST removal activities must generally follow the procedures outlined within and shall meet the requirements of 41 IAC Part 175, Subpart H: *Removal, Abandonment and Change In-Service*.~~

~~Following removal of the Structure by others, the UST removal shall commence with preparation of the area for subsurface work including the removal of any overlying surface and backfill materials. The information and sketch provided within Attachment B depict the documented conditions and location of the abandoned 5,000 gallon heating oil UST.~~

~~The Contractor is solely responsible for removal of surfacing and backfill materials without damaging the underlying UST. Once exposed, the USTs shall be removed per applicable regulatory requirements with oversight from the Illinois OSFM and Owner's Representative. The USTs shall be emptied of all contents and cleaned prior to transport off site for destruction/recycle. The Contractor shall generate/maintain Certificates of Destruction for each of the tanks. Certificates of Destruction must be submitted to the Owner's Representative upon completion of UST removal activities. The Owner's Representative will be on Site during the course of all removal activities.~~

~~Based on available information, the identified UST formerly contained heating oil historically consumed on site for heating purposes. The current contents of the UST may include a combination of heating oil, water, and inert abandonment material which was reportedly slurry. The Contractor shall appropriately remove all tank contents and dispose of the materials according to Federal, State, and Local regulations. The Contractor is responsible for preparation of any necessary waste profile(s) and coordinating waste disposal facility approval for each waste stream. The Contractor shall maintain all waste manifests, bills of lading, waste profile, and any other paperwork used to document total quantities of material removed, transport information, and final disposal/treatment information.~~

~~For the purposes of bidding, the Contractor shall assume that the UST is filled with non-hazardous solid waste materials which will need to be removed, transported, and managed off site at a licensed landfill. The Contractor shall also assume that a total of up to 2,500 gallons of petroleum contaminated liquids will be generated during removal activities and require off site disposal. Additionally, the Contractor shall include the excavation, transport, and disposal of up to 200 tons of soil and/or backfill materials for disposal at a licensed landfill. **The Contractor shall include all costs associated with off site disposal of these materials, including but not limited to any necessary equipment, labor, demurrage fees, transportation, waste profiling, analytical, disposal, and waste disposal facility fees, within the base bid.**~~

### ~~3.3 — Soil Excavation, Transportation, and Disposal~~

~~The Contractor may be directed by the Owner's Representative to remove impacted soils from the UST excavation and/or surrounding area. In the event that the Owner or Owner's Representative specifies impacted soils are to be removed during UST removal activities, the Owner's Representative shall direct the Contractor based on collection of screening samples and visual inspection. For bid development purposes, the Contractor shall include the cost for excavation, transport and disposal of impacted soils and backfill materials for the quantity of materials identified within the preceding section and on the bid proposal form. If necessary, removal, transport and disposal of non hazardous solid waste materials in excess of the base bid quantity shall be reimbursed at the unit cost identified on the bid form. No alterations of this unit cost will be considered after proposal submission.~~

~~Any excavated backfill materials or soils temporarily stockpiled on site shall be placed on polyethylene sheeting until loaded for off site transport. During loading and transport activities, the Contractor shall ensure that liquid and/or soils are not tracked outside of the project area or into public right of way. In the event that soils are tracked outside of the project area or into right of way, the Contractor, at its own expense, shall remove any liquid, debris or soil accumulation in a timely manner and clean affected surfaces to pre-existing condition. The Owner's Representative shall verify that the ingress/egress area and right of way have been maintained appropriately.~~

~~At the completion of excavation activities and prior to excavation backfilling, the Contractor shall assist the Owner's Representative with the collection of soil samples for screening and potential laboratory analysis. The Owner's Representative will direct the Contractor concerning the locations of laboratory and screening sample collection points.~~

### ~~3.4 — Excavation Backfill~~

~~Materials removed from the UST excavation are not anticipated to be suitable for re-use and therefore must be transported and disposed off site. As provided on the proposal form and other contract documents, the backfilling of the UST excavation shall be included in the base quotation cost. The UST Contractor shall utilize materials provided and staged on site by others. Materials generated during demolition activities are anticipated for use as temporary backfill of the UST excavation.~~

~~The Contractor shall compact the provided backfill materials using heavy equipment to ensure that no significant voids exist in the backfill. Materials shall be compacted in no more than twelve inch lifts with heavy equipment. Backfilling efforts shall be overseen and confirmed by the Owner's Representative or other personnel as designated by the Owner. The Contractor shall be responsible for conforming to requests and direction of the designated party for all backfilling efforts.~~

~~The Contractor shall include in the bid response form a unit price for other imported backfill materials for consideration by the Owner. At the discretion of the Owner, Illinois DOT CA 1, CA 6 or equivalent may be used to backfill the excavation or supplement provided backfill materials. The Contractor shall be reimbursed for any additional backfill material, transport and placement based on bill of lading quantities according to the provided unit pricing. No alterations of these unit costs will be considered after Quotation submission.~~

#### **4.0 Site Restoration Activities**

##### *4.1 Surface Conditions & Grading*

At the completion of the backfilling, the Contractor shall grade the excavated surface to match existing grade using the designated and/or provided backfill materials. Alternatively, the Owner may elect to utilize imported backfill materials compacted in no more than twelve-inch lifts with heavy equipment.

Upon completion of backfill activities, the Contractor shall ensure that there are no holes, significant depressions, or other hazards that may cause a public safety issue in the future. Excavation areas shall be backfilled with specified materials to match existing surround grade to the extent feasible. In the event of a shortage of backfill materials, the Contractor shall slope backfill materials at the excavation sidewalls toward the center of the excavation to provide a smooth transition from the surrounding grade. Surface pavement replacement is not required for the UST excavation area. If a surface depression exists following backfill, the contractor shall provide and erect 4 feet tall orange safety snow fence or equivalent around the perimeter of the excavation area. This fence shall remain in place following demobilization by the Contractor.

At project completion and prior to demobilization, the project area shall be devoid of any slips, trips, or fall hazard conditions present as a result of executing the project.



## **SECTION 4 – DEMOLITION SPECIFICATIONS**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION OF WORK**

- A. This specification covers the demolition of structures, concrete slab, improvements and associated appurtenances as detailed and depicted within the Scope of Work, Attachment C and as specified herein.
- B. Unless otherwise noted, references to “Contractor” means “Demolition Contractor,” for Specification Section 4, Demolition.
- C. All demolition activities shall be performed in strict accordance with applicable EPA and OSHA regulations, as well as any other applicable codes and regulations that may apply.

#### **1.2 WORK INCLUDED**

- A. The Scope of Work shall include the provision of all labor, equipment, materials, insurance, and permits necessary for the demolition of above grade structures indicated in the Scope of Work and specified herein. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and expert in the performance of the work, and shall account for all expenses necessary to successfully complete the Scope of Work, whether specifically mentioned or not.
- B. The Scope of Work includes all work activities necessary for the demolition of the commercial structure, concrete slab foundation (excluding footings), associated aboveground utility conduit, including the handling, transportation storage, recycling, and disposal of waste materials. The Contractor is responsible for removal, transport, recycling and disposal of all materials per applicable regulations and Contract documents.
- C. Unless otherwise noted, the scope of items to be demolished and removed from the Site shall include the commercial structure; concrete slab foundation (excluding footings); all components and utilities that are internal to the structure; roof-mounted HVAC systems; aboveground utility conduit; miscellaneous debris within the project area; and any other related items located within, or associated with the Structure.
- D. Special care shall be taken for work activities conducted within the vicinity of the on-site abandoned underground storage tank system, including abandoned piping. Saw cutting of the concrete slab may be necessary within the vicinity of the UST to avoid disturbance of abandoned piping. Removal of UST piping shall be the responsibility of the UST removal contractor. Abandonment documentation, including a sketch depicting the approximate location of the tank, is provided within Attachment B.

#### **1.3 APPLICABLE STANDARDS AND GUIDELINES**

- A. All work under this Contract shall be done in strict accordance with applicable Federal, State and local regulations, standards and codes governing project related work activities.

- B. The most recent edition of any relevant regulations, standards, documents or codes shall be in effect. Where conflict among the requirements of these specifications exists, the most stringent requirements shall be utilized.
- C. The following regulations and standards shall be adhered to in addition to any other applicable standards:
  - 1. American National Standards Institute (ANSI)
    - a. ANSI A10.6 1990; R 1998 - Safety Requirements for Demolition Operations
  - 2. Occupational Safety and Health Administration (OSHA)
    - a. 29 CFR 1910 – General Industry
    - b. 29 CFR 1926 – Construction Industry
  - 3. Environmental Protection Agency (EPA)
    - a. 40 CFR 61 (NESHAPS)

#### **1.4 NOTIFICATION AND SUBMITTALS**

- A. The Contractor shall be responsible for contacting the appropriate utility locating service to arrange for the demarcation of utilities at the Site prior to the commencement of demolition activities.
- B. The Contractor shall obtain all building demolition permits as per Federal, State and local regulations and ordinances.
- C. A copy of the demolition/renovation/asbestos abatement notice shall be submitted to the IEPA as required by NESHAPS, 40 CFR 61, Subparts A and M and also as required by any and all appropriate federal, state, and local agencies, including Cook County, a minimum of ten (10) working days prior to the commencement of demolition activities.
- D. Upon completion of demolition activities, the Contractor shall submit written certification to the Owner that all work has been completed in conformance with all applicable Federal, State, and local regulations and that all demolition debris has been removed from the site and legally transported and disposed of at an approved waste disposal facility.

### **PART 2 – CONTRACTOR RESPONSIBILITIES**

#### **2.1 SUPERVISION**

- A. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform

the Work in accordance with the Contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

- B. At all times during the progress of the Work, the Contractor shall assign a competent superintendent who shall not be replaced without notice to the Owner and the Owner's Representative except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on the Contractor.

## 2.2 LAWS AND REGULATIONS

- A. The Contractor shall give all notices required by and shall comply with all Federal, State, and local Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the Owner nor the Owner's Representative shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
- B. If the Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be the Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with Laws and Regulations, but this shall not relieve the Contractor of the obligations to perform Work according to Federal, State, and local Laws and Regulations.
- C. The Contractor shall hold or obtain all required Contractor's Business Licenses as required by State and local Laws and Regulations. The Contractor shall provide this license upon the request of the Owner.

## 2.3 SAFETY AND PROTECTION

- A. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. All persons on the Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor shall comply with all applicable Federal, State, and local Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and

protection. Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when execution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. All damage, injury, or loss to any property referred to in this Section caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the Owner or Owner's Representative).
- D. The Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the Owner or Owner's Representative has determined the Work to be acceptable for project completion.
- E. Contractor shall provide construction fencing, signage, access gates, barricades, etc. around the perimeter of the Site boundary to safeguard the general public from hazards. If additional protective fencing or safety measures are deemed necessary due to unsafe conditions during demolition or material handling activities, work activities shall be stopped and may not resume until the appropriate safety measures have been implemented. The cost of construction fencing or any other necessary safety measures shall be included within the base bid and is considered incidental to the contract.
- F. The Contractor shall ensure a designated Competent Person meeting OSHA requirements of 29 CFR 1926.1101 is on-site during all demolition activities.
- G. Design and implement any necessary shoring, bracing and any other necessary underpinning protection for demolition activities under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of Illinois to protect improvements designated to remain.
- H. The Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### **2.4 INSURANCE**

- A. Before any Work at the Site is initiated, the Contractor shall supply the Owner with a valid Certificate of Insurance.
- B. The Certificate shall identify the Owner and its Agents, the Village of Morton Grove, the Village of Niles, and True North Consultants, Inc. as additionally insured parties. Copies of the certificates shall be supplied to each of the additionally insured parties.
- C. The Contractor shall maintain Comprehensive General Liability including coverage for Premises-Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazard) in the following amounts.

1. \$1,000,000 Each Occurrence
2. \$2,000,000 General Aggregate
3. \$2,000,000 Products/Completed Operations Aggregate
4. \$1,000,000 Personal and Advertising Injury

D. Commercial General Liability Coverage must provide:

1. General Aggregate Limit must apply per project.
2. Premises and Operations
3. Contractor's Protective Liability ("Independent Contractors' Coverage)
4. Products Liability/Completed Operations – to continue in force for two (2) years from Substantial Completion.
5. Blanket Contractual Liability assumed in this Agreement including indemnification of the Additional Insured.
6. XCU Coverage
7. Personal Injury and Advertising Injury
8. Host Liquor Liability
9. Broad Form Property Damage including Completed Operations

E. Comprehensive Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage shall be maintained in the amount of \$500,000 for each accident.

1. \$1,000,000 Combined Single Limit, Each Occurrence
- OR
2. Bodily Injury \$1,000,000 Each Person \$1,000,000 Each Occurrence
3. Property Damage \$1,000,000 Each

F. Umbrella liability coverage shall be maintained for the following:

1. The Contractor shall maintain an Umbrella Liability policy with the following coverage, which shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies:
  - a. \$5,000,000 Each Occurrence
  - b. \$5,000,000 Aggregate

G. Workers Compensation Coverage including Occupational Disease and Employer's Liability Insurance

1. Statutory amounts and coverages as required by the Workers' compensation laws of the state in which the Work is performed:
2. Employer's Liability:
 

a. Bodily Injury by Accident:	\$1,000,000 each accident
b. Bodily Injury by Disease:	\$1,000,000 policy limit
c. Bodily Injury by Disease:	\$1,000,000 each employee

- H. All other insurance coverage not specified shall meet the minimum requirements of the State of Illinois for which the Contractor is required to purchase and maintain for the Work to be performed. The Owner may request additional insurance coverage at a later time at the expense of the Owner.
- I. To the fullest extent permitted by Federal, State, and local Laws and Regulations, Contractor shall indemnify and hold harmless the Owner and Owner's Representative, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to an conditions created by Contractor or by anyone for whom Contractor is responsible. Nothing in this paragraph shall obligate the Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. The Contractor shall provide the Owner with a thirty (30) day notice, in writing, of insurance cancellation or material change. In addition, the Contractor shall provide the Owner or Owner's Representative with evidence of renewals or replacements of required policies fifteen (15) days prior to the expiration or cancellation of any such policies.

## **2.5 UNDERGROUND FACILITIES**

- A. The information and data shown or indicated during the pre-Bid meeting or within the contract documents with respect to existing underground facilities at or contiguous to the project area is based on information and data furnished to the Owner or Owner's Representative by the owners of such underground facilities.
- B. The Owner and Owner's Representative shall not be responsible for the accuracy or completeness of such information or data.
- C. The Contractor shall be responsible for location verification of all subsurface utilities on-site. The contractor is responsible for notification to JULIE network notification no less than 48 hours prior to commencement of demolition activities. The Contractor shall maintain in good working order all utilities to remain in use-on site during Work.

## **PART 3 – EXECUTION**

### **3.1 EXISTING STRUCTURES**

- A. Before beginning any demolition work the Contractor shall survey the site and examine the drawings, when available, and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing structures, pavements, utility poles, etc. to remain in place. Any damaged items shall be repaired or replaced as approved by the Owner at no additional cost to the Owner.
- B. Do not disturb any existing construction beyond the extent indicated or necessary for demolition activities. Protect as necessary existing structures and improvement designated to remain. Prevent movement or settlement of adjacent structures. Provide bracing and shoring. Provide protective measures to control accumulation or migration of dust and debris from the work area to adjacent properties.
- C. Take all measures necessary to safeguard all existing work and facilities which are outside the limits of the work. Erect, and maintain temporary barriers and security devices as needed, including warning signs and lights, and similar measures, for protection of the public and existing improvements indicated to remain.

### **3.2 TRAFFIC & SITE CONTROL**

- A. Where pedestrian and driver safety may be endangered in the area of demolition activities or material handling, traffic barricades with flashing lights or other methods shall be employed to protect other contractors or employees from undue hazards. Any implemented traffic control measures shall conform with Illinois DOT Standard Specifications, County, and local requirements.
- B. Contractor shall provide and maintain construction fencing, barricades, etc. on premises to safeguard others from hazards. If additional protective fencing or safety measures are deemed necessary due to unsafe conditions during demolition and/or asbestos abatement, demolition activities shall be stopped and may not resume until the additional measures have been implemented.

### **3.3 DUST & NOISE**

- A. Contractor shall institute controls to the extent feasible to prevent the spread of dust and debris to surrounding areas. Control methods shall include the use of water or dust suppressants to mitigate the generation and transmission of dusts at the site, haul roads or other areas disturbed by operations. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to ice, flooding, or pollution.
- B. The Contractor shall make use of low-noise emission equipment and shall minimize noise levels to the extent feasible during demolition activities. The Contractor is solely responsible for complying with any and all applicable noise ordinances and Owner requests.

### **3.4 NATURAL RESOURCES**

- A. The Contractor shall conduct their work in such a manner to preserve the natural resources within the project boundaries and outside the limits of the work area. The Contractor shall restore to an equivalent or improved condition upon completion of work. The Contractor shall confine construction

activities to within the limits of the work indicated or specified. The Contractor shall conform to the national permitting requirements of the Clean Water Act if applicable.

- B. Except in areas to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy trees or shrubs without prior permission from the Owner. The Contractor shall not fasten or attach ropes or cables to existing nearby trees for anchorage without prior permission from the Owner.
- C. All requirements for Stormwater Pollution Prevention and Erosion Control as required by the Environmental Protection Agency (EPA) National Pollution Discharge and Elimination Systems (NPDES) shall be the responsibility of the Contractor. Any and all costs associated with erosion control and stormwater pollution control measures shall be included within the Contractor's Bid cost.

### **3.5 HAZARDOUS MATERIALS**

- A. The Contractor shall ensure that all containers of hazardous materials have NFPA labels or their equivalent. Copies of the SDS for hazardous materials shall be kept on-site at all times and provided to the Owner upon request.
- B. Hazardous materials may be present within the project area. The Contractor is solely responsible for reviewing site conditions and materials present and meeting OSHA, IEPA, EPA, and local requirements for training, hazard communication, abatement, handling, transport, and disposal efforts associated with the identified conditions and materials. The Contractor shall remove hazardous materials prior to initiation of structural demolition.
- C. The Contractor shall conduct the fueling and lubricating of equipment and motor vehicles in a manner that protects against spills and evaporation. All used oil generated on-site shall be managed in accordance with 40 CFR 279. The Contractor shall determine if any used oil generated, while on-site exhibits a characteristic of hazardous waste. In addition, used oil containing 1000 parts per million of solvents will be considered a hazardous waste and disposed of at Contractor's expense.
- D. The Contractor shall prevent oily or other hazardous substances from entering the ground drainage areas, or local bodies of water.
- E. The Contractor shall take precautions to prevent spills of oil and hazardous material. In the event of a spill, the Contractor shall immediately notify the Owner. Spill response shall be in accordance with 40 CFR 300 and applicable State regulations and is the responsibility of the Contractor.
- F. In the event that building materials of unknown asbestos-content are identified during the demolition process, the Contractor shall halt demolition activities in the vicinity of suspect asbestos containing material(s) and immediately notify the Owner. The asbestos content of suspect materials will be determined by the Owner's Representative prior to resuming working activities.

### **3.6 DEMOLITION PLAN**

- A. Prior to the initiation of demolition activities, the Contractor shall develop a demolition plan including a detailed description of methods and equipment to be used for each operation and the sequence of operations.
- B. The demolition plan shall include the various controls to protect the environment, the Contractor's employees, and the public. The demolition plan shall include procedures for the careful removal and disposition of materials specified to be salvaged, coordination with other work in progress,



disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each operation and the sequence of operations.

- C. Use of explosives is not permitted.
- D. Conduct demolition to minimize any interference with nearby structures and/or improvements to remain. Cease operations immediately when adjacent structures appear to be in danger. Notify the Owner and/or Owner's Representative. Do not resume operations until directed.
- E. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures and surrounding vicinity. Maintain egress and access from adjacent properties at all times.
- F. The Contractor shall keep all public and private streets, driveways and sidewalks free from mud or soil accumulation due to hauling or any other construction activities. All public and private streets, driveways and sidewalks shall be cleaned mechanically (street sweeper) or by hand (broom). All pavements shall be free from any mud or soil accumulation at the end of every working day, or as requested by the Owner's Representative or Owner, or other unit of government which has jurisdiction of the roadway. It is the responsibility of the Contractor to repair any damage caused to sidewalks, curbs, paths, gutters or streets as a result of the Contractor's performance in relation to this project.
- G. The Contractor will be responsible for safely conducting the flow of road traffic on public roads, if the Contractor's vehicles entering or exiting the project site impedes it. The Contractor shall also be responsible for the notification of the general public and preserve users of existing or immediate hazards resulting from work performed in conjunction with each project scope.
- H. Where pedestrian and driver safety may be endangered in the area of demolition activities or material handling, traffic barricades with flashing lights or other methods shall be employed to protect other contractors or employees from undue hazards. All traffic control and signage shall conform to Illinois DOT and local requirements.
- I. The Owner's Representative or Owner shall inspect all work performed on the project site by the Contractor and possess the authority to enforce the terms of the contract.
- J. Control rodents and other vermin associated with demolition operations.
- K. Repair or replace any damaged facilities that are not scheduled for demolition.
- L. The Owner or Owner's Representative possess the authority to suspend work on the project site for such a period of time as deemed necessary, due to unfavorable conditions or failure of the Contractor to perform any or all contract requirements as stated in the specifications.
- M. The Contractor shall begin work no later than eleven days after receiving the notice to proceed and meet final completion for the asbestos abatement and demolition scope of work no later than November 22, 2017.
- N. The Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract documents.

### **3.7 STRUCTURES**

- A. The identified commercial structure and all other associated utilities, concrete slab, utility conduit, materials, debris, and miscellaneous objects residing above grade, shall be removed to ground surface.

### **3.8 GRADING & BACKFILL**

- A. Any holes and excavations shall be rough graded and leveled to match the existing surrounding grade. Backfilled excavations and any other disturbance area(s) shall be graded and leveled to match the existing Site grade to the extent feasible without importation of off-site source materials. In the event of a shortage of backfill materials, the excavation walls or disturbance areas shall be sloped to the extent possible to provide safe conditions.

### **3.9 DISPOSITION OF MATERIAL**

- A. All materials removed, shall be disposed of at an approved waste disposal or recycling facility.
- B. Whenever feasible, demolition debris should be segregated for recycling and/or reclamation.
- C. The Contractor shall maintain and provide to the Owner upon demolition completion all waste transport and disposal load tickets.

## SECTION 5 – ASBESTOS ABATEMENT SPECIFICATIONS

### PART 1 - GENERAL

#### 1.5 DESCRIPTION OF WORK

- A. This specification covers the abatement of asbestos-containing materials and asbestos hazards from building structures and components as detailed within the Scope of Work and as specified herein.
- B. Unless otherwise noted, references to "Contractor" means "Abatement Contractor", for Specification Section 5, Asbestos Abatement.
- C. All asbestos related work activities shall be performed in strict accordance with applicable EPA, OSHA, Illinois Department of Public Health and local regulations, as well as any other applicable codes and regulations that may apply.
- D. Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirements, or "state of the art", is intended and will be enforced, unless specifically detailed language written into Contract Documents clearly indicates that a less stringent standard is permitted.
- E. Personal exposure monitoring (OSHA sampling) as required by the Occupational Safety and Health Administration Asbestos Standard for the Construction Industry 29 CFR 1926.1101 shall be the responsibility of the Contractor. Any and all costs associated with sampling and analysis shall be included within the Contractor's bid cost.

#### 1.6 WORK INCLUDED

- A. The Scope of Work shall include the provision of all labor, equipment, materials, insurance, and permits necessary to remove and dispose of all asbestos-containing materials (ACM) indicated in the Scope of Work and specified herein. The Contractor, by submitting a bid for the work, represents itself as knowledgeable and expert in the performance of the work, and shall account for all expenses necessary to successfully complete the Scope of Work, whether specifically mentioned or not.
- B. The Scope of Work includes, but is not limited to the removal of friable and non-friable asbestos-containing materials listed in contract documents, including pre-cleaning work areas, moving furnishings, establishing regulated areas, isolating work areas, protecting adjacent areas, containment of regulated areas, decontamination of work areas, and packaging and disposal of regulated materials necessary to complete the Scope of Work.
- C. Existing ceiling systems, ductwork, light fixtures and diffusers and grilles which are scheduled to be re-used, handled, or disposed of as non-ACM shall be protected from contamination. If existing components or adjacent areas are contaminated by the Contractor, the Contractor shall pay all costs associated with the clean-up and/or disposal of contaminated materials.
- D. The Contractor is responsible for restoring the work area and auxiliary areas utilized during the abatement to conditions equal to or better than original.
- E. The work specified herein shall be performed by competent persons trained, knowledgeable, licensed, and qualified in the techniques of abatement, handling and disposal of asbestos-containing and

asbestos-contaminated materials, and the subsequent cleaning of contaminated areas in compliance with all applicable Federal, State, and Local regulations.

- F. Project related documents as specified herein shall be submitted to the Owner's Representative/Owner prior to, during and at the completion of abatement activities to document compliance with project specifications and for inclusion in a final project completion report.

## 1.7 QUALITY ASSURANCE

### A. Contractor Qualifications

1. The Contractor shall meet, at a minimum, the qualifications and licensure requirements of the State of Illinois Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings.
2. Contractor qualifications will be determined from information submitted as required by contract documents. The information will be used to determine whether the Contractor has the technical qualifications, manpower, experience, equipment, training and facilities to properly and safely perform the work in accordance with the Specifications. In addition, the Owner reserves the right to request additional information as may be required to document compliance with the Specification which may include brand names of materials and equipment, serial numbers, number of HEPA units, etc. Approval may be denied where experience record in one of these areas indicates unsatisfactory performance.

### B. Applicable Standards and Guidelines

1. All work under this Contract shall be done in strict accordance with applicable Federal, State and Local regulations, standards and codes governing asbestos abatement and any other environmental work or trade work done in conjunction with the abatement.
2. The most recent edition of any relevant regulations, standards, documents or codes shall be in effect. Where conflict among the requirements of with these specifications exists, the most stringent requirements shall be utilized.
3. The following regulations shall be adhered to in addition to any other applicable standards:
  - a. Illinois Department of Public Health
    - 1) Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois (77 Ill. Adm. Code 855)
  - b. Occupational Safety and Health Administration (OSHA).
    - 1) Title 29 Code of Federal Regulations (CFR) Section 1926.1101 – Construction Standard for Asbestos
    - 2) Title 29 CFR Section 1910.134 General Industry Standard for Respiratory Protection
    - 3) Title 29 CFR Section 1910.20 Access to Employee Exposure and Medical Records
    - 4) Title 29 CFR Section 1910.1200 Hazard Communication
    - 5) Title 29 CFR Section 1926.62 Lead Exposure in Construction
  - c. Environmental Protection Agency (EPA)

- 1) Title 40 CFR Part 61 Subparts A and M (Revised Subpart B) – National Emission Standard for Hazardous Air Pollutants (NESHAP)
- 2) Title 40 CFR Part 763 Subpart E Asbestos Hazard Emergency Response Act (AHERA) Rules
- 3) Title 40 CFR Part 763 Subpart E, Appendix C Asbestos Model Accreditation Plan (MAP): Interim Final Rule

## 1.8 NOTIFICATION AND SUBMITTALS

- A. Within ten (10) calendar days after "Notice of Award", the Contractor shall submit the following items to the Environmental Consultant:
1. A complete list of all Sub-Contractors and foremen who are to work under this Contract;
  2. Copies of the appropriate insurance policies certifying that the Contractor is insured to perform asbestos and/or environmental abatement and has the duty to indemnify the Owner and Engineer for such abatement.
  3. Proposed revisions to design drawings for work areas, decontamination chambers, equipment rooms, waste-outs, dumpsters, negative air exhaust points, and utility hook-ups.
  4. Supervisor's licenses and other data sufficient to demonstrate compliance with specified requirements.
- B. At least ten (10) calendar days before the start of the Project, Contractor shall submit the following items to the Owner's Representative:
1. A copy of the demolition/renovation/asbestos abatement notice shall be submitted to the IEPA as required by, NESHAPS, 40 CFR 61, Subparts A and M and also as required by any and all appropriate federal, state, and local agencies responsible for the enforcement of asbestos regulations.
  2. When rental equipment is to be used in abatement areas or to transport asbestos-contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the Owner's Representative.
- C. At least five (5) days prior to commencement of work, the Contractor shall submit the following items to the Engineer:
1. Documentation that arrangements for the transport and disposal of asbestos-containing or contaminated materials and supplies have been made. The name and location of the disposal site, a copy of handling procedures, and a list of protective equipment utilized for asbestos disposal at the landfill, prepared and signed by the Landfill Owner/Operator, shall be obtained and submitted.
  2. Documentation that each worker and supervisor has the appropriate training and license.
  3. Documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background levels has been medically monitored to determine if the employee is physically capable of working while wearing the require respiratory equipment

without suffering adverse health effects. Documentation that personnel have received medical monitoring as required by OSHA 29 CFR 1926.1101 shall be submitted.

4. A list of NIOSH approvals for all respiratory protective devices utilized on site. In addition, manufacturer certification of HEPA filtration capabilities for all cartridges and filters shall be submitted.
  5. Documentation that all of the Contractor's employees and agents who must enter the work area have passed respirator fit tests and have been assigned respirators which fit. This fit testing shall be in accordance with qualitative procedures as detailed in the OSHA Standard 29 CFR 1910.1025 Appendix D Qualitative Fit Test Protocol (1985).
  6. Manufacturer's certification that HEPA vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conform to ANSI Z 9.2-79.
  7. Material Safety Data Sheets (MSDS) from supplier or manufacturer for all chemicals proposed for use on the Project.
  8. Drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the work area, where applicable.
- D. During abatement activities, Contractor shall submit the following items to the Owner's Representative:
1. Weekly job progress reports detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, problems and action taken, injury reports, and equipment breakdown.
  2. Results of personal exposure monitoring performed by the Contractor.
  3. Copies of all transport manifests, trip tickets, and disposal receipts for all asbestos waste materials removed from the Work Area during the abatement process.
  4. Copies of worksite entry logbooks with information on worker and visitor access.
  5. Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls.
  6. Copies of worker documentation for all employees authorized to enter work areas.
- E. Within fifteen (15) days of completion of abatement activities, Contractor shall submit the following items to the Owner's Representative:
1. Written certification by the Contractor that all work has been completed in conformance with all applicable Federal, State, and local asbestos regulations and that all asbestos-containing and contaminated material has been removed from the site and legally transported and disposed of at an approved special waste disposal facility.
  2. Copies of all remaining transport manifests for all asbestos waste materials removed upon the completion of abatement activities as well as any project related documentation not previously submitted to the Owner's Representative.

## PART 2 - PRODUCTS

### 2.6 GENERAL

- A. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the Work Area until abatement is completed.
- C. All equipment and materials shall be completely clean before being brought on Site.

### 2.7 TOOLS AND EQUIPMENT

- A. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI Z 9.2-79 (Local Exhaust Ventilation requirements) and EPA guidance document EPA 560/5-85-024 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings Appendix J: Recommended Specifications and Operating Procedures For the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide one workplace air change every 15 minutes. The Contractor shall increase the air exchange rate to six times per hour if chemical solvents or removers are to be used in the Work Area.

Total required air flow shall be calculated as follows:

$$\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area}}{15 \text{ min.}}$$

Total required number of units shall be calculated as follows:

$$\text{Total Units} = \frac{\text{Total ft}^3/\text{min}}{\text{Capacity of units}}$$

- B. Respirators shall be NIOSH approved for use with asbestos, or other contaminants anticipated in the work.
- C. Contractor is fully responsible for complying with OSHA rules for other Safety equipment such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the Site.
- D. Airless sprayers shall have pumps capable of providing 125 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

### 2.8 MATERIALS

- A. Contractor shall ensure that encapsulants and sealants used as primers, basecoats, or covering existing materials are compatible with the respective existing or reinstallation materials and their manufacturers' warranties.

- B. Polyethylene sheeting for all applications shall be 6 mil nominal thickness for floors and drop cloths, and 4 mil polyethylene sheeting for walls. Polyethylene sheeting utilized for worker decontamination enclosures shall be opaque white or black in color.
- C. Tape shall be 2" or 3" duct tape or other waterproof tape suitable for joining poly seams and attaching polyethylene sheeting to surfaces.
- D. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
- E. Disposal bags shall be 6 mil nominal thickness, pre-printed with labels as required by applicable EPA and OSHA requirements with the owners name, date of the project, and shall include the following information:

DANGER  
 Contains Asbestos Fibers  
 May Cause Cancer  
 Do Not Breathe Dust  
 Avoid Creating Dust

- F. Brushes utilized for removing loose asbestos-containing material shall have nylon or fiber bristles.
- G. Disposable suits, hoods, and foot coverings shall be TYVEK or similar.
- H. Solvents shall be compatible with any primers, mastics, adhesives, paints, coatings, or other surfacing materials to be installed following their use.
- I. A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be present at all times.

### **PART 3 - EXECUTION**

#### **3.1 WORK AREA ISOLATION AND PREPARATION**

- A. Work Area Isolation
  1. The Contractor shall establish a regulated work area in accordance with 29 CFR 1910.1001(e)(1) and (2).
  2. Where lockable doors are not present, contaminated work area shall be separated from uncontaminated / occupied areas of the building by poly sheeting.
  3. In areas where glove bag removal, non-friable removal or patch and repair will be performed outside of a negative pressure containment, a barrier shall be constructed around the work area, and asbestos warning signs shall be posted.
  4. Access to the work area shall be limited to the authorized personnel.
- B. Work Area Preparation
  1. Post caution signs meeting the specifications of OSHA 29 CFR 1926.1101 (k) (6) at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient



background levels. Signs shall be posted at a sufficient distance from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs need to be posted following construction of workplace enclosure barriers.

2. Shut down and lock out electric power to all work areas. Provide temporary power and lighting. Insure safe installation (including ground fault circuit interrupters) at the source for temporary power sources and equipment in compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems. All costs for electricity shall be paid for by the Owner.
3. Shut down and lock out all heating, ventilating, and air conditioning (HVAC) components that are in, supply or pass through the work area. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces during this operation.
4. Seal all intake and exhaust vents in the work area with tape and 6-mil polyethylene. Also seal any seams in the system components that pass through the work area. Remove all HVAC system filters and place in labeled 6-mil polyethylene bags for staging and eventual disposal as asbestos contaminated waste.
5. The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area, and maintain them in a clean and sanitary condition throughout the project.
6. The Owner will provide cold water for construction purposes where available. The Contractor may connect to the Owner's existing system where available.
7. Seal off all windows, doorways, elevator openings, corridor entrances, drains, ducts, grilles, grates, diffusers, and any other openings between the work area and uncontaminated areas outside of the work area with minimum 6-mil polyethylene sheeting and tape.
8. For all gross removal abatement areas, establish a negative pressure enclosure with polyethylene as necessary. All non-cleanable surfaces shall be plasticized and protected as necessary.
9. Negative pressure shall be established within full containment enclosures at  $-0.02'' \text{ H}_2\text{O}$ .
10. Maintain emergency and fire exits from the Work Areas or establish alternative exits acceptable to the local fire department and applicable codes.

#### C. Worker Decontamination Enclosure Systems

1. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the Work Area.
2. Worker decontamination enclosure systems constructed at the work site shall utilize 6-mil opaque black or white polyethylene sheeting or other acceptable materials for privacy.
3. The worker decontamination enclosure system shall be constructed with three (3) chambers including, at a minimum, a clean room, shower room, and an equipment room, each separated from each other by a curtained doorway.
4. Entry to and exit from decontamination enclosure system chambers shall be through curtained doorways consisting of three sheets of overlapping polyethylene sheeting. All sheets will be

secured at the top. The first and third sheets will be secured at the side opposite the side from which the middle sheet is secured. All sheets shall have weights attached to the bottom to insure that they straight and maintain a seal over the doorway when not in use.

5. The clean room shall be sized to adequately accommodate the work crew. Benches and clothes hooks shall be provided. Shelves for storing respirators shall also be provided in this area. Clean work clothes (if required under disposables), clean disposable clothing, replacement filters for respirators, towels, and other necessary items shall be provided in adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever possible, a lockable door shall be used to permit access to the clean room from outside the work area. Lighting, heat, and electricity shall be provided as necessary. This space shall not be used for office space, or for storage of other than specifically designated tools, equipment or materials.
6. Shower facilities shall be provided which comply with 29 CFR 1910.141 (d)(3). The shower room shall contain one or more showers as necessary to adequately accommodate workers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to insure against leakage of any kind. An adequate supply of soap, shampoo, and towels shall be supplied by the Contractor and available at all times. Shower water shall be drained, collected, and filtered through a system with at least 0.5-1.0 micron particle size capability. (Note: a system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles).
7. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during abatement may also be stored here. A drum lined with a labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following workday.

#### D. Remote Decontamination

1. Remote Decontamination may be utilized for removal of thermal system insulation utilizing glovebag enclosures, or abatement methods that will not result in the disturbance of friable material. Remote Decontamination enclosures shall comply with 29 CFR 1910.141(d)(3). The following procedures shall be utilized with a remote decontamination system:

- a. Workers shall don respiratory protection and two pairs of protective coveralls prior to entering the contained removal area.
- b. Upon completion of removal and cleaning, the worker shall HEPA vacuum the outer suit, enter the airlock, remove the outer suit and dispose of it as asbestos-contaminated waste.
- c. Still wearing the inner suit and respiratory protection, the worker shall either proceed to another containment, don a second suite and enter, or proceed to the remote decontamination enclosure system.
- d. The remote decontamination enclosure system shall be wet cleaned after the completion of abatement and have a 12 hour settling period prior to the collection of air samples.

#### E. Waste Container Pass-Out

1. Wherever possible, the waste container pass-out airlock shall be located where there is direct access from the work area to the outside of the building.
  2. This airlock system shall consist of a container staging area and another airlock with access to outside the work area.
  3. The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and airlock and doorway designs.
  4. This waste-container pass out and associated airlock system shall not be used to enter or exit the work area.
  5. Bag-out shall be on a daily basis. All bagged waste shall be double bagged and sealed with duct tape "goose neck" ties or double wrapped and sealed with duct tape. The waste transporters will hand carry or use only the contractor's plastic gurnies for bagged or wrapped waste. The gurneys will not be overloaded, so as not to expose the polyethylene bags to punctures and/or tears.
- NOTE: a current fit Test Certificate will be required for users of half-mask respirators.

#### F. Emergency Exits

1. Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the Work Area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting which can be cut to permit egress if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or other alternative exits satisfactory to fire officials.

#### G. Maintenance of Workplace Barriers and Decontamination Enclosure Systems

1. All polyethylene barriers inside the work area, in the worker decontamination enclosure system, in the waste container pass-out airlock, and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily: prior to the start of each day's abatement activities, and subsequent to the finish of each day's abatement activities. Documentation of these inspections and observations shall be kept in the daily project log.
2. Damage and defects in the enclosure system are to be repaired immediately upon discovery.
3. Use smoke tubes to test the effectiveness of the barrier system when directed by the Owner or Owner's Representative.
4. At any time during the abatement activities after the barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs shall be made to the barriers, and debris/residue shall be cleaned up using appropriate HEPA vacuuming and wet cleaning procedures.
5. If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower), work shall immediately stop for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuum and wet cleaning techniques may be necessary.

6. Install and initiate operation of negative pressure ventilation equipment as needed to provide a minimum of 4 work area volumes of air exchange per hour. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking as needed. The discharge of negative air exhaust ventilation must be to the outside of the building and shall not be exhausted into occupied areas. If more than one unit is installed, they should be turned on one at a time checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Ensure that adequate power supply is available to satisfy the requirements of the ventilating units.
7. A negative air pressure differential of at least - 0.02 inches of water column, relative to outside ambient air pressure, shall be maintained at all times throughout the contained areas.
8. Instrumentation for measuring pressure differential shall be provided by the Contractor in accordance with OSHA Regulations 29 CFR 1926.1101.

#### H. Commencement of Work

1. Commencement of work shall not occur until :
  - a. Enclosure systems have been constructed and tested.
  - b. Negative pressure ventilation systems are functioning adequately.
  - c. All pre-abatement submittals, notifications, postings and permits have been provided and are satisfactory to the Owner or Owner's Representative.
  - d. All equipment for abatement, clean-up, and disposal is on hand.
  - e. All worker training certification is completed.
  - f. All containments have been inspected and approved by the Owner's Representative.

### 3.2 WORK AREA ENTRY AND EXIT

#### A. Personnel Entry and Exit

1. All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system, where applicable.
2. All personnel entering or leaving the work area must sign the access log located in the clean room.
3. Before entering the work area, all personnel shall read and be familiar with all posted regulations, personnel protection requirements (including work area entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
4. All personnel shall first proceed to the clean room, remove all street clothes and don appropriate respiratory protection and launderable and/or disposable coveralls, as well as head and foot coverings. Hard hats, gloves, etc. shall also be utilized if conditions so indicate. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
5. Personnel wearing designated protective equipment shall proceed from the clean room through the shower and equipment rooms to the main work area.

6. Before leaving the work area, all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush may be utilized for this purpose, however, larger machines may tear the suits). Each person shall clean the bottoms of their protective footwear in the walkoff pan just prior to entering the equipment room.
  7. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (and laundering).
  8. Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement, the footwear shall be disposed of as asbestos contaminated waste. (Rubber boots may be decontaminated at the completion of the abatement for reuse).
  9. Prior to removing the respirator, personnel will proceed to the shower room, and wash exposed face areas as well as the respirator under running water. The respirator is then removed, and a shampoo and shower is taken to remove any residual asbestos contamination. Various types of respirators will require slight modification of these procedures. A type C respirator with HEPA disconnect protection may be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face piece will have to be disconnected from the filter/power pack assembly which is not waterproof, upon entering the shower. A dual cartridge respirator may be worn into the shower. Cartridges must be replaced for each new entry into the work area.
  10. After showering and drying off, proceed to the clean room and don clean disposable [and/or launderable] clothing if there will be later re-entry of the work area or street clothes if it is the end of the work shift.
  11. These procedures shall be posted in the clean room and equipment room.
- B. Equipment and Waste Container Pass-out
1. Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock.
  2. Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.
  3. The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuums and wet wiping techniques and transport them into the waste container pass-out airlock. No worker from the inside team shall further exit the work area through this airlock.
  4. The outside team, donning protective clothing and appropriately assigned respirators, shall enter the airlock from outside the work area, enclose the drums (bags, drums, or wrapped components) in clean, labeled, 6-mil polyethylene bags and remove them from the airlock to the outside. No worker from the outside team shall further enter the work area through this airlock.
  5. If the equipment decontamination enclosure system does not terminate to the exterior of the building, the following procedures shall be followed:

- a. Waste and equipment shall be placed in a cart lined with a minimum of one layer of six mil plastic sheeting. The cart shall not be overloaded, which may cause tipping. The top of the cart shall be covered with a minimum of one layer of six mil plastic sheeting. The plastic sheeting shall be secured.
  - b. The loaded cart shall be carefully taken to and unloaded in the enclosed waste storage unit.
6. The exits from this airlock shall be secured to prevent unauthorized entry.
  7. Bag-out shall be on a daily basis. All bagged waste shall be double bagged and sealed with duct tape "goose neck" ties.

### 3.3 TRAINING AND PERSONAL PROTECTION

#### A. Training

1. Prior to commencement of abatement activities, all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training in accordance with Part 4 of this document.
2. Special on-site training on equipment and procedures unique to this job site shall be performed as required by the Contractor.
3. Training in emergency response and evacuation procedures shall be provided.

#### B. Respiratory Protection

1. All respiratory protection shall be provided to workers and maintained in accordance with the contractor's written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). This program shall be posted outside of the clean room of the worker decontamination enclosure system.
2. Workers shall be provided with individually identified (marked with waterproof designations) respirators.
3. Contractors shall use available historical data to perform an initial exposure assessment prior to the initiation of abatement activities. The minimum level of respiratory protection allowed during abatement activities shall be Powered Air Purifying Respirators unless and until air sampling and laboratory data support the use half-mask air purifying respirators which will then be the minimum allowable respiratory protection for the removal and cleanup phases of this project.

#### C. Fit Testing

1. Workers must perform positive and negative pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.
2. Workers shall be given a qualitative fit test in accordance with procedures detailed in the OSHA Standard (29 CFR 1926.1101, Appendix C, Qualitative Fit Test Protocols) for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test. NOTE: All respirators used on this project must have the

capacity to function safely in the negative pressure mode, so as to insure a level of respiratory protection, in the event of battery pack, AC power, or compressor failures.

3. Documentation of adequate respiratory fit testing must be provided to the Owner's Representative.
4. Additional respirators (minimum of 2 of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work area.

#### D. Protective Clothing

1. Disposable clothing including head, foot, and full body protection shall be provided in sufficient quantities and sizes for all workers and authorized visitors.
2. Hard hats, protective eyewear, gloves, rubber boots, and/or other footwear shall be provided as required for workers and authorized visitors. Safety shoes may be required for some activities.
3. Non-disposable footwear and/or clothing shall remain in the work area and shall be disposed of as contaminated material at the end of the project.

### 3.4 ABATEMENT PROCEDURES

#### A. Gross Removal Within Negative Pressure Enclosure

1. Clean and isolate the work area as specified herein.
2. Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. It is important to maintain humidity in the work area (by misting or spraying) to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos-containing materials, but shall nonetheless be used in all cases.
3. Saturated asbestos containing material shall be removed in manageable sections. Removed material shall be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.
4. Material removed from the building structure or components shall not be dropped or thrown to the floor. Material is to be removed as intact sections or components whenever possible and carefully lowered to the floor. When this cannot be done, materials will be transported by a constructed dust-tight shoot to containers on the floor, or the material may be containerized at elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means.
5. Containers (6-mil polyethylene bags or drums) shall be sealed when full. Bags shall not be overfilled. They shall be securely sealed to prevent accidental opening and leakage by tying the tops of the bags in an overhand knot or by taping in gooseneck fashion. Do not seal the bags with wire or cord. Bags shall be decontaminated on exterior surfaces by HEPA vacuuming and wet

cleaning before being placed in clean drums or bags in the waste decontamination pass-out enclosure.

6. Large components removed intact may be wrapped in two layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.
7. Asbestos-containing waste with sharp-edged components (e.g. nails, screws, metal lath, tin sheeting) will tear polyethylene bags or sheeting, and thus must be placed in drums and/or burlap bags for disposal.
8. After completion of all stripping work, surfaces from asbestos containing material have been removed shall be wet-brushed and sponged or cleaned by some equivalent method to remove all visible residue.
9. Clean-up shall proceed in accordance with Section 3.5.
10. After the work area has been rendered free of visible residues, a thin coat of satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components, and plastic sheeting on walls, floors, and covering non-removable items, to seal in non-visible residue.

B. Glovebag Removal within Regulated Areas

1. All glovebag removal activities shall be performed within Regulated Areas. Glovebag procedures for the removal and repair of pipe insulation shall be conducted using commercially available glove bags of 6-mil clear polyethylene or equivalent, appropriately sized for the project.
2. Prior to performing glove bag removal procedures, the work area shall be isolated to restrict access to work areas by non abatement personnel. Warning signs shall be posted at the entrances to the restricted area in order to avoid any accidental entry into the work area.
3. Decontamination facilities shall be constructed consisting of at least a clean room, shower room and equipment room within a reasonable proximity to the Work Area as approved by the Owner's Representative.
4. Glovebag removal procedures shall be done by a minimum of two licensed asbestos workers trained in glovebag removal procedures and equipped with respiratory protection and two disposable coveralls.
5. All necessary tools shall be brought into the Work Area before the glove bag removal procedure begins.
6. Glovebags shall be sized to adequately fit the diameter of pipe insulation to be removed. Do not attempt to use a glove bag on piping hotter than 150 degrees F.
7. Glovebag removal procedures shall be performed as follows:
  - a. Place all the tools and material necessary to remove and seal the covering in the tool pouch or in the bottom of the bag.



- b. Attach the glovebag around the pipe and seal the ends of the glove bag securely to the pipe utilizing duct tape to create an airtight seal. The integrity of the seals shall be tested by smoke testing prior to the initiation of removal.
  - c. Make a small hole in the center of the bag just below the pipe (6 inches) and insert the water sprayer. Seal this hole airtight with tape. The subject pipe insulation shall be misted with amended water prior to and during removal activities.
  - d. Use tools to cut existing wires, bands, or metal jacketing. Care must be taken when removing these to avoid ruptures of the bag from the sharp edges. The material removed should be gently placed on the bottom of the bag to avoid rips and tears.
  - e. Cut the ends of the insulation and slit lengthwise to remove insulation from the associated pipe.
  - f. Spray unprotected pipe with amended water and use tools to fully remove any residual dust and debris from pipe surfaces.
  - g. Seal exposed ends of insulation with bridging encapsulant or duct tape.
  - h. Spray tools and amended water to clean and place tools within the one of the rubber gloves.
  - i. Turn the glove inside out and twist and seal end of glove from the inner portion with duct tape. Sever the center of the duct tape to create two separate bags.
  - j. Remove the water wand and replace it with the HEPA vacuum. Seal the hole and collapse the bag with the vacuum. This will create negative pressure in the bag and help reduce tears and leaks.
  - k. Twist the glove bag several times and seal the connection with duct tape.
  - l. Place a 6-mil polyethylene disposal bag under the glove bag, remove the tape, and place the sealed glovebag into the disposal bag.
8. Upon completion of removal activities, workers shall proceed to the decontamination unit and shall follow routine decontamination procedures.

### C. Non-Friable Removal Procedures

1. Unless otherwise specified in Contract Documents, the Contractor shall be allowed to utilize non-friable methods for the removal of Vinyl Asbestos Floor Tile (VAT) and adhesive, window caulk and window glazing, and other non-friable materials that may be safely removed without rendering the material friable. The Contractor shall consider material condition, substrates and logistical constraints in the assessment of the appropriateness of the application of non-friable removal procedures. In the event that abatement activities cannot be performed without the breakage of materials or forces that would otherwise render the material friable, the full requirements for gross removal activities contained in Part A of this section shall apply.
2. Non-friable materials must be handled, transported and disposed of in a way that prevents the material from becoming friable and releasing asbestos fibers. Materials must remain intact and in whole pieces throughout removal activities to be considered non-friable. The method of removal cannot shatter, crumble, pulverize or reduce the material to dust. Sanding, sawing, grinding, chipping, and the use of power tools are not allowed.
3. Prior to removal activities, place primary barriers over doorways, registers and other components within the space.
4. For floor tile, utilize an infrared heat machine or heat gun to heat up floor tiles and render the materials pliable. Use a putty knife or floor scraper to gently pry up tiles and place whole pieces in an appropriately labeled fiber drum or leak proof container for disposal.

5. For floor tile adhesive, apply an approved mastic removal solvent to surfaces where ACM mastic is present. The Contractor shall ensure any penetrations in the floor shall be plugged or sealed to prevent solvents from migrating. Walls and adjacent surfaces shall be protected with a splash guard to prevent the staining of wall surfaces during mastic removal activities. Utilize a nylon brush to manually agitate the floor surface to remove mastic from the substrate. Wipe up mastic with disposable towels until the surface is clear of any residual mastic or surface staining.
6. For other non-friable materials, place a drop cloth and remove existing materials in an intact and non-friable condition.
7. Wrap materials in polyethylene sheeting and/or place waste materials in an appropriately labeled leak tight container for disposal.
8. Transport floor tile and waste materials to the ACM lined dumpster for disposal.

### 3.5 CLEAN UP PROCEDURES

#### A. Clean-up Procedures Shall Include the Following

1. Remove and containerize all visible accumulations of asbestos containing material and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.
2. Wet clean all surfaces in the work area using rags, mops, and sponges as appropriate. To pick up excess water and gross wet debris, use a HEPA wet-dry vacuum.
3. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.
4. After cleaning the work area, wait until all the surfaces become dry to allow fibers to settle and HEPA vacuum and wet clean all objects and surfaces in the work area again.
5. Remove all containerized waste from the area and waste container pass-out airlock.
6. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
7. Inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the settling period/cleaning cycle repeated.
8. Following the completion of required cleaning cycles and authorization by the Owner's Representative, encapsulate each work area where asbestos has been removed.
9. The work areas shall be cleaned until the Owner and/or the Owner's Representative has determined that the results of his visual inspection are satisfactory. Clearance air testing will be passed when laboratory results indicate airborne fiber concentrations of less than or equal to 0.01 fibers per cubic centimeter (using phase contrast microscopy) at all sampling locations. Sampling protocols shall conform to that presented in 77 Ill. Adm. Code 855. Additional cleaning cycles shall be provided, as necessary, at no cost to the Building Owner/Management until these criteria have been met.

10. Following the satisfactory completion of clearance air monitoring, the remaining barriers may be removed and properly disposed of. A final visual inspection by the Owner's Representative shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring which shall both be performed by the Contractor at no additional to the Owner.
11. All HEPA filtration units shall remain in operation until the containment has successfully achieved final clearance air monitoring.

### 3.6 AIR MONITORING AND ANALYSIS

#### A. General

1. The Contractor will be responsible for monitoring the workers exposure to asbestos fibers as required by law. All monitoring for that purpose will comply with the requirements of the most recent standards promulgated to cover the activity. Monitoring results will be provided on a daily basis to the Owner or the Owner's Representative.
2. The Contractor shall ensure that no employee is exposed to an airborne fiber concentration in excess of 1.0 fiber per cubic centimeter (f/cc) of air as averaged over a sampling period of thirty (30) minutes or is exposed to concentrations that exceeds 0.1 f/cc when factoring in the protection factor of the provided respiratory protection.
3. Wherever possible, the Owner will conduct air sampling prior to the abatement to establish the background concentration of airborne fibers.
4. Wherever possible, Owner will conduct area monitoring during all phases of abatement process. Owner reserves the right to stop/cease abatement activities when the ambient air concentration of asbestos fibers outside the work area exceeds 0.01 f/cc or the background air quality until control measures are instituted to reduce the fiber concentrations to the background air quality or to 0.01 f/cc or less and until any contaminated area is cleaned using HEPA vacuum cleaner and/or wet cleaning methods.

#### B. Clearance Air Sampling

1. Following completion of clean-up operations, the Contractor shall notify the Owner and/or the Owner's Representative that the work area is ready for clearance air sampling.
2. The air sampling will be conducted using sampling pumps calibrated at a flow rate of at least 6 and not more than 12 liters per minute using collection media and procedures in accordance with 77 Ill. Adm. Code 855 final air clearance sampling and analysis methods.
3. The number of samples that are required and approximate locations where they shall be taken should be established by the Owner's Representative in conjunction with the Air Sampling Technician before abatement activity begins.
4. Aggressive sampling shall be performed with sufficient portable 20" fans circulating air in the work area to simulate actual use conditions. Negative pressure ventilation units will not suffice for this purpose, but will continue to operate during clearance air sampling.

5. Clearance air samples shall be analyzed by Phase Contrast Microscopy (PCM), samples at all inside abatement locations shall not exceed 0.01 f/cc.
6. Areas exceeding this level shall be re-cleaned by the Contractor at no additional cost to the Owner and retested until satisfactory levels are obtained.

### 3.7 DISPOSAL PROCEDURES

#### A. Waste Disposal

1. Temporary storage on-facility shall be secured and shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the side walls. Wall sheeting shall be overlapped and taped into place.
2. Temporary storage on-site shall be provided by the Owner.
3. Waste volume in the temporary storage shall be reported daily to the Owner.
4. Waste materials shall be removed from the Work Area on a daily basis. All bagged waste shall be double bagged and sealed with duct tape "goose neck" ties. Transporters will use only the contractor's plastic gurneys for bagged waste. The gurneys will not be overloaded, so as not to expose the polyethylene bags to punctures and/or tears. At all times, all transporters of asbestos debris must have a half-mask negative air respirator with HEPA cartridge filters within concealed reach (eg. tied-off on the gurnies in opaque bags) at all times. NOTE: a current Fit Test Certificate will be required for users of half-mask respirators.
5. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean-up disposal activities shall be cleaned up immediately using HEPA filtered vacuum equipment and/or wet methods as appropriate.
6. Disposal must occur at an authorized site in accordance with the regulatory requirements of NESHAPS and applicable State and Local guidelines and regulations.
7. All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to the Owner for his records. A recommended recordkeeping format utilizes a chain-of-custody form which includes the names and addresses of the Generator (Owner), Contractor, pick-up site, and disposal site, the estimated quantity of asbestos waste, and the type of containers used. The form should be signed by the Generator, the Contractor, and the Disposal Site Operator, as the material changes hands. If a separate hauler is employed, his name, address, telephone number, and signature should also appear on the form.

#### B. Transportation to the Landfill

1. Once drums, bags, and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck and locked for transport to the landfill.
2. When moving containers, utilize hand trucks, carts, and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising drums during truck loading.

3. The enclosed cargo area of the truck shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the side walls. Wall sheeting shall be overlapped and taped into place.
4. Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo area.
5. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean-up disposal activities shall be cleaned up immediately using HEPA filtered vacuum equipment and/or wet methods as appropriate.
6. If dumpsters are used for asbestos waste disposal or enclosed cargo area of a truck, they shall have metal doors or metal tops that can be closed and locked to prevent vandalism or other disturbances of bagged asbestos debris. Dumpsters and vehicles shall be locked at all times except when under the direct supervision of Contractor personnel during waste loading materials.

### **3.8 REESTABLISHMENT OF THE WORK AREA**

#### **A. Work Area Reestablishment**

1. Reestablishment of the work area shall only occur following the completion of cleanup procedures and after clearance air testing has been performed and documented to the satisfaction of the Owner.
2. Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc.
3. The Contractor and Owner shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements.
4. Additional air monitoring shall be performed if additional clean-up is necessary.
5. Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed as asbestos contaminated waste.
6. At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.
7. Reestablish HVAC, mechanical and electrical systems in proper working order.
8. At the completion of work activities, a final walkthrough punchlist shall be performed by the Owner's Representative in conjunction with the Owner and the Contractor. All items identified in the final walkthrough punchlist shall be completed to the satisfaction of the Owner prior to full demobilization from the site. The Owner reserves the right to withhold final payment for services rendered until final punchlist items have been successfully completed by the Contractor.

**ADDENDUM No. 1**

October 11, 2017

The following changes have been made to the Demolition, Asbestos Abatement & Underground Storage Tank Removal Specifications, dated October 5, 2017, for the Former Commercial Building located at 7900 Nagle Avenue in Morton Grove, Illinois.

**REVISED SCOPE OF WORK**

9. *Temporary Power* - The Demolition or Asbestos Abatement Contractor shall provide an ADD line item cost on the bid form to include temporary power to perform demolition/asbestos abatement activities in accordance with the specifications. The base bid for the demolition and asbestos abatement activities shall assume the Owner will provide power to the site for demolition/asbestos abatement activities.

**REVISED BID DOCUMENTATION**

1. *Bid Proposal Form* - A revised bid proposal form has been included with this addendum which incorporates the ADD line item for providing temporary power for demolition/asbestos abatement activities in accordance with the specifications.

**CLARIFICATIONS AND ADDITIONAL INFORMATION**

1. The Village of Morton Grove Department of Public Works will perform the domestic water line and sanitary sewer disconnections prior to building demolition. Therefore, the Demolition Contractor shall not be required to perform or provide costs in the base bid for disconnection operations for these utilities within the right-of-way or public street. No special handling of any domestic water or sanitary sewer lines encountered during demolition activities is required.
2. The Morton Grove/Niles Water Commission is currently working with the telecommunications provider to determine the existing condition of the telecommunication junction boxes on the interior of the building. The Commission shall manage the disconnection, if any, of these lines prior to demolition activities.
3. The UST excavation may be backfilled with the stockpiled demolition debris at the completion of UST and contaminated soil removal activities. The UST Removal Contractor is not required to include an additional mobilization in the base bid to return to the site for backfilling operations.
4. The Demolition Contractor shall be responsible for removal of concrete curbing and vegetation surrounding the existing building.
5. Temporary fencing as described within the specifications shall include a "driven-post" constructed fence.

This addendum forms part of the Bid Specifications dated October 5, 2017. Acknowledge receipt of this addendum in your proposal. Failure to do so may subject bidder to disqualification.

Except as changed herein, all provision and requirements as originally set forth remain in full force and effect. Any additional work required by this addendum shall conform to the applicable provisions of the original documents.

**END OF ADDENDUM**

**Exhibit: B**

Sub-consultant/Sub-contractor List

Albert Dziewonski  
Vortex Environmental, Inc.  
3650 Whirlaway Drive  
Northbrook, IL 60062  
847.344.5409



**Exhibit: C**  
**Compensation and Fee Schedule**  
**See Attached**

Reimbursable Costs\*

Travel:	Cost
Filing Fees, Permits, Title Company Charges & Government	Cost
Review Fees:	Cost
Reproductions:	Cost
Delivery Charges:	Cost
Outside Contractors:	Cost

\*The Contractor may request reimbursement of these Reimbursable Costs, upon proper documentation, but such reimbursement shall be paid as part of the payment of and within the dollar amount of the Not-To-Exceed Fee.



## BID PROPOSAL FORM

### DEMOLITION, ASBESTOS ABATEMENT & UST REMOVAL PROJECT FORMER COMMERCIAL STRUCTURE 7900 NAGLE AVENUE, MORTON GROVE, ILLINOIS

Respondent Name: Albrecht Enterprises, Inc.  
Address: 1684 E. Oakton Street, Des Plaines, IL 60018  
Telephone: 847.827.2444

#### BIDS TO:

Mr. William Balling  
Morton Grove - Niles Water Commission  
c/o Village of Niles  
Village Manager's Office  
1000 Civic Center Drive  
Niles, Illinois 60714  
[bill@wvrbllc.com](mailto:bill@wvrbllc.com)

#### TECHNICAL QUESTION TO:

Mr. Ryan LaDieu, P.E.  
True North Consultants, Inc.  
1240 Iroquois Avenue, Suite 206  
Naperville, Illinois 60563  
[rladieu@consultruenorth.com](mailto:rladieu@consultruenorth.com)

The undersigned contractor/Respondent agrees to furnish all labor, materials, tools, supplies, equipment and mobilization, waste profile, transportation and disposal fees, insurance, and all else required for the work as described within the Scope of Work, project specifications, and Contract documents. All work is to be done per applicable Federal, State and local guidelines and/or regulations. Contractor's price includes all permits, licenses, patents and royalties associated with the performance of the Work. The Owner reserves the right to reject any or all Bids and any part of the Bid without assigning any reason.

All work will be performed during normal business hours and during the normal work week unless otherwise stated. The Contractor is responsible for complying with local noise ordinances as well as Owner access and scheduling requests. The Contractor, by submitting a Bid for the work, represents itself as knowledgeable and an expert in the performance of the work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. The Contractor is solely responsible for verifying site conditions and the quantities of materials present at the Site. Any reference to site conditions or quantities provided in contract documents is solely intended to be an approximation and based upon limited information.

Should a Respondent find discrepancies in the plans and/or specifications, or should the Respondent be in doubt as to the meaning of any part thereof, the Respondent must request a clarification from the Owner or Owner's Representative. **Any technical questions shall be made in writing to the Owner's Representative a minimum of three (3) working days prior to the Bid due date.** Failure to request such clarification is a waiver to any claim by the Respondent for expense made necessary by reason of later interpretation of the Contract Documents by the Owner or Owner's Representative. Any interpretation of contract documents shall only be made by Addendum duly issued. A copy of each submitted Addendum will be mailed or electronically delivered to each Respondent of record no later than two days prior to the



Bid due date. All Addenda issued prior to the opening of Respondent's Proposals shall become a part of the Bid Package.

Respondent warrants and represents that Respondent has carefully examined the work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including issued Addenda, which are attached to the end the Bid Proposal.

Based on the scope of work, the project activities shall be awarded under two separate contracts. The demolition and asbestos work activities will be awarded as a single contract with the UST removal activities awarded under separate contract. As such, the base bids have been separated into two distinct base bids as presented below.

**BASE BID PRICE**

**Lump Sum Cost**

**Bid Item**

**Item #1 - Building Demolition**

Provide all labor, equipment, materials, insurance, notifications, and permits necessary for the razing and removal of the identified building, abandoned utility conduit, improvements and appurtenances as identified in the Scope of Work in accordance with applicable federal, state and local regulations and contract documents. Base Bid shall also include cost of labor, equipment, materials, waste disposal testing, analysis, and coordination, transportation, and recycle/disposal of all materials generated during demolition activities.

\$ 41,750.00

**Item #2 - Asbestos Abatement**

Provide all labor, equipment, materials, insurance, notifications, and permits necessary for the removal and disposal of all asbestos-containing material prior to demolition as identified in the Scope of Work in accordance with applicable federal, state and local regulations and contract documents. Base Bid shall also include cost of all labor, equipment, materials, transportation, and disposal of all waste materials generated during abatement activities.

\$ 47,000.00

**TOTAL BASE BID #1 (Item 1 + Item 2) \$ 88,750.00**



**DEDUCT ITEM – Permit Fees (Demolition & Abatement Only)**

Provide LUMP SUM deduct amount for any and all notification and permit fees associated with BASE BID #1. This amount shall be deducted from the total contract value in the event the Owner elects to provide applicable permit application fees.

\$ 2,350.00

**ADD ITEM – Temporary Power (Demolition & Abatement Only)**

Provide LUMP SUM add amount for providing temporary power for any and all demolition or asbestos abatement activities associated with BASE BID #1. This amount shall be added to the total contract value in the event the Owner elects not to provide temporary power to the site during demolition and/or asbestos abatement activities.

\$3,000.00

**Item #3 – UST Removal**

Provide all labor, equipment, materials, insurance, testing, notifications, waste profiles, and permits necessary for the removal and disposal of one (1) 5,000 gallon steel UST and UST contents. Waste profile generation, coordination, sampling, and analytical testing required for the removal, transport, and disposal of non-hazardous solid waste from the UST interior, backfill materials, and impacted soils from vicinity of UST as directed by the Owner or Owner's Representative. Waste profile generation, coordination, sampling, and analytical testing required for the removal, transport, and disposal of up to 2,500 gallons of non-hazardous liquid waste. Removal, transport, and disposal of non-hazardous solid waste from the interior of the tank. Excavate, load, transport, and dispose of up to 200 tons of non-hazardous UST contents, soil and/or backfill materials at a permitted landfill. Backfill excavation with designated materials staged on-site by other. Completion of all other tasks necessary to execute the provided Scope of Work in accordance with applicable Federal, State and local regulations and contract documents.

**TOTAL BASE BID #2 (Item 3 Only)**

\$ n/a

**PROJECT INFORMATION**

Anticipated Number of Work Days on Site – Demolition

15 working days

Anticipated Number of Work Days on Site - Asbestos Abatement

10 working days



**UST REMOVAL UNIT PRICING**

Cost PER TON for labor, materials, excavation, transportation, and disposal of non-hazardous solid waste materials for solid waste quantities above amount provided in Base Bid. Provided cost assumes a fourteen-ton minimum per load.

\$ n/a /ton

Cost PER TON for transport, placement, and compaction of certified clean Illinois DOT CA-1 (3") backfill material or equivalent. This cost must include transport, placement, and compaction of backfill material. Contractor shall assume no equipment remobilization costs within this unit cost.

\$ n/a /ton

Cost PER TON for transport, placement, and compaction of certified clean Illinois DOT CA-6 backfill material or equivalent above the amount provided in Base Bid. This cost must include transport, placement, and compaction of backfill material. Contractor shall assume no equipment remobilization costs within this unit cost.

\$ n/a /ton

Cost PER GALLON for pumping, removal, transport, and disposal of non-hazardous liquid at a licensed disposal facility for liquid waste quantities above amount provided in Base Bid. Contractor shall assume no equipment remobilization or demurrage costs within this unit cost.

\$ n/a /gallon

Cost PER MOBILIZATION for licensed, non-hazardous liquid pumper truck (minimum 2,500 gallon capacity) for liquid waste removal in quantities above the amount provided in Base Bid.

\$ n/a /mob.

Cost PER HOUR for liquid pumper truck (minimum 2,500 gallon capacity) demurrage associated with liquid waste removal in quantities above the amount provided in Base Bid.

\$ n/a /hour

**ADDENDA ACKNOWLEDGMENT**

Contractor hereby acknowledges receipt of all Addenda received below by number and date:

Addendum No.	Date
1	10/11/17



ENVIRONMENTAL INFRASTRUCTURE DEVELOPMENT

THIS PROPOSAL SIGNED ON THE 12th day of October in the year Two Thousand  
and Seventeen by (Date) (Month)

Respondent Name: Albrecht Enterprises, Inc.  
(Please Type)

Signed:

Title:

President

Address:

1684 E. Oakton Street

(Please Type)

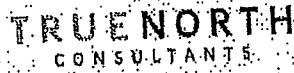
Des Plaines, IL 60018

847.827.2444

Proposer is a (an):

Corporation

(Individual) (Partnership) (Corporation)



1240 Iniquis Ave, Suite 206  
Naperville, Illinois 60563

P: 630 717 2680  
F: 630 689 5881

email@consulttrueth.com

Morton Grove/Niles Water Commission  
Demolition, Asbestos Abatement & Underground Storage Tank Removal Specifications  
7900 Nagle Avenue, Morton Grove, Illinois

### ADDENDUM No. 1

October 11, 2017

The following changes have been made to the Demolition, Asbestos Abatement & Underground Storage Tank Removal Specifications, dated October 5, 2017, for the Former Commercial Building located at 7900 Nagle Avenue in Morton Grove, Illinois:

#### REVISED SCOPE OF WORK

1. *Temporary Power* - The Demolition or Asbestos Abatement Contractor shall provide an ADD line item cost on the bid form to include temporary power to perform demolition/asbestos abatement activities in accordance with the specifications. The base bid for the demolition and asbestos abatement activities shall assume the Owner will provide power to the site for demolition/asbestos abatement activities.

#### REVISED BID DOCUMENTATION

1. *Bid Proposal Form* - A revised bid proposal form has been included with this addendum which incorporates the ADD line item for providing temporary power for demolition/asbestos abatement activities in accordance with the specifications.

#### CLARIFICATIONS AND ADDITIONAL INFORMATION

1. The Village of Morton Grove Department of Public Works will perform the domestic water line and sanitary sewer disconnections prior to building demolition. Therefore, the Demolition Contractor shall not be required to perform or provide costs in the base bid for disconnection operations for these utilities within the right-of-way or public street. No special handling of any domestic water or sanitary sewer lines encountered during demolition activities is required.
2. The Morton Grove/Niles Water Commission is currently working with the telecommunications provider to determine the existing condition of the telecommunication junction boxes on the interior of the building. The Commission shall manage the disconnection, if any, of these lines prior to demolition activities.
3. The UST excavation may be backfilled with the stockpiled demolition debris at the completion of UST and contaminated soil removal activities. The UST Removal Contractor



is not required to include an additional mobilization in the base bid to return to the site for backfilling operations.

4. The Demolition Contractor shall be responsible for removal of concrete curbing and vegetation surrounding the existing building.
5. Temporary fencing as described within the specifications shall include a "driven-post" constructed fence.

This addendum forms part of the Bid Specifications dated October 5, 2017. Acknowledge receipt of this addendum in your proposal. Failure to do so may subject bidder to disqualification.

Except as changed herein, all provision and requirements as originally set forth remain in full force and effect. Any additional work required by this addendum shall conform to the applicable provisions of the original documents.

**END OF ADDENDUM**



**Exhibit D**

**SERVICES CHANGE ORDER  
(FORM)**

SERVICES CHANGE ORDER NUMBER \_\_\_\_\_

In accordance with Section \_\_\_\_ of the Agreement dated \_\_\_\_\_, 2017 between the MGNWC and the Contractor, the Parties agree to the following Services Change Order:

1. Change in Services: \_\_\_\_\_  
\_\_\_\_\_
2. Change in Schedule (attach schedule if appropriate): \_\_\_\_\_  
\_\_\_\_\_
3. Change in Completion Date: All Services must be completed on or before: \_\_\_\_\_, 20\_\_\_\_
4. Change in Compensation: \_\_\_\_\_  
\_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

MGNWC

CONTRACTOR

\_\_\_\_\_  
MGNWC Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If compensation change is greater than \$20,000 (individual request or in the aggregate) then Chair and Secretary of the MGNWC's signatures are required.

\_\_\_\_\_  
Village President

\_\_\_\_\_, 20\_\_\_\_.  
Date

\_\_\_\_\_  
Village President

\_\_\_\_\_, 20\_\_\_\_.  
Date

**Exhibit E**

**PERFORMANCE AND PAYMENT BOND**

**Work: DEMOLITION, ASBESTOS ABATEMENT & REMOVAL-7900 NAGLE, MORTON GROVE, IL**  
Contract dated \_\_\_\_\_ by and between Morton Grove- Niles Water Commission, Cook County, Illinois  
("Local Agency") and Albrecht Enterprises, Inc. (Principal)

We, \_\_\_\_\_  
a/an  Individual  Co-partnership  Corporation organized under the laws of the state \_\_\_\_\_,  
as PRINCIPAL, and \_\_\_\_\_ SURETY,  
are held and firmly bound unto the above Local Agency (herein referred to as "LA") in the penal sum of -

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

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

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, and shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, then this obligation to be void; otherwise to remain in full force and effect.

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



**PRINCIPAL**

_____	_____
(Company Name)	(Company Name)
By: _____	By: _____
(Signature & Title)	(Signature & Title)
Attest: _____	Attest: _____
(Signature & Title)	(Signature & Title)

STATE OF ILLINOIS,  
 COUNTY OF \_\_\_\_\_, I, \_\_\_\_\_  
 a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_ (Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My Commission expires \_\_\_\_\_ (Notary Public) (SEAL)

**SURETY**

_____	By: _____
(Name of Surety)	(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
 COUNTY OF \_\_\_\_\_, I, \_\_\_\_\_  
 a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_ (Insert names of individuals signing on behalf of SURETY)

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

My Commission expires \_\_\_\_\_ (Notary Public) (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

\_\_\_\_\_  
 Steven Vinezeano, Chair,  
 Morton Grove-Water Commission

\_\_\_\_\_  
 John Pietron, Secretary  
 Morton Grove-Water Commission

## Exhibit F

### Insurance Requirements for the Contractor, Sub-consultants and Sub-contractors

- J. Before any Work at the Site is initiated, the Contractor, Sub-consultants and Sub-contractors shall supply the MGNWC with a valid Certificate of Insurance.
- K. The Certificate shall identify the MGNWC and the MGNWC Affiliates and Agents, the Village of Morton Grove, the Village of Niles, and True North Contractors, Inc. as additionally insured parties. Copies of the certificates shall be supplied to each of the additionally insured parties.
- L. The Contractor, Sub-consultants and Sub-contractors shall maintain Comprehensive General Liability including coverage for Premises-Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazard) in the following amounts.
1. \$1,000,000 Each Occurrence
  2. \$2,000,000 General Aggregate
  3. \$2,000,000 Products/Completed Operations Aggregate
  4. \$1,000,000 Personal and Advertising Injury
- M. Commercial General Liability Coverage must provide:
1. General Aggregate Limit must apply per project.
  2. Premises and Operations
  3. Contractor's Protective Liability ("Independent Contractors' Coverage)
  4. Products Liability/Completed Operations – to continue in force for two (2) years from Substantial Completion.
  5. Blanket Contractual Liability assumed in this Agreement including indemnification of the Additional Insured.
  6. XCU Coverage
  7. Personal Injury and Advertising Injury
  8. Host Liquor Liability
  9. Broad Form Property Damage including Completed Operations
- N. Comprehensive Automobile Liability (owned, non-owned, and hired vehicles) for bodily injury and property damage shall be maintained in the amount of \$500,000 for each accident.
1. \$1,000,000 Combined Single Limit, Each Occurrence
- OR
2. Bodily Injury \$1,000,000 Each Person \$1,000,000 Each Occurrence
  3. Property Damage \$1,000,000 Each
- O. Umbrella liability coverage shall be maintained for the following:
1. The Contractor, Sub-consultants and Sub-contractors shall maintain an Umbrella Liability policy with the following coverage, which shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies:
    - a. \$5,000,000 Each Occurrence
    - b. \$5,000,000 Aggregate
- P. Workers Compensation Coverage including Occupational Disease and Employer's Liability Insurance

1. Statutory amounts and coverages as required by the Workers' compensation laws of the state in which the Work is performed:
  2. Employer's Liability:
    - a. Bodily Injury by Accident: \$1,000,000 each accident
    - b. Bodily Injury by Disease: \$1,000,000 policy limit
    - c. Bodily Injury by Disease: \$1,000,000 each employee
- Q. All other insurance coverage not specified shall meet the minimum requirements of the State of Illinois for which the Contractor, Sub-consultants and Sub-contractors is required to purchase and maintain for the Work to be performed. The MGNWC may request additional insurance coverage later at the expense of the MGNWC.
- R. To the fullest extent permitted by Federal, State, and local Laws and Regulations, Contractor, Sub-consultants and Sub-contractors shall indemnify and hold harmless the MGNWC and the MGNWC Affiliates from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to an conditions created by Contractor, Sub-consultants and Sub-contractors or by anyone for whom Contractor, Sub-consultants and Sub-contractors is responsible. Nothing in this paragraph shall obligate the Contractor, Sub-consultants or Sub-contractors to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- S. The Contractor, Sub-consultants and Sub-contract shall provide the MGNWC with a thirty (30) day notice, in writing, of insurance cancellation or material change. In addition, the Contractor, Sub-consultants and Sub-contract shall provide the MGNWC and the MGNWC Affiliates with evidence of renewals or replacements of required policies fifteen (15) days prior to the expiration or cancellation of any such policies.
- T. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- U. Primary Coverage. The insurance coverage must be primary with respect to the MGNWC and the MGNWC Affiliates. Any insurance or self-insurance maintained by the Village of Morton Grove, the Village of Niles and the MGNWC will be excess of the Contractor's insurance and will not contribute with it.
- V. Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the MGNWC and the MGNWC Affiliates.
- W. Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.
- X. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

## Exhibit G

### Contract Clauses Required by the Illinois Environmental Protection Agency ("IEPA") for Incorporation into this Agreement

The IEPA Public Water Supply Loan Program required clauses are as follows:

#### Audit and Access to Records Clause

- a. "Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection."
- b. "Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America."
- c. "All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report."
- d. "The final audit report shall include the written comments, if any, of the audited parties."
- e. "Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception."

#### Covenant against Contingent Fees Clause

"The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount such commission, percentage, brokerage, or contingent fee.

#### Certification Regarding Debarment, Suspension and Other Responsibility Matters<sup>1</sup>

"The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this

---

1: This requirement may be met through the inclusion of the following language in the contract, or through submitting a signed Form EPA 5700-49 to IEPA.

application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.”

#### USEPA Nondiscrimination Clause

“The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies”

#### USEPA Fair Share Percentage Clause

“The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA’s Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are %5 for MBEs & 12% for WBEs”



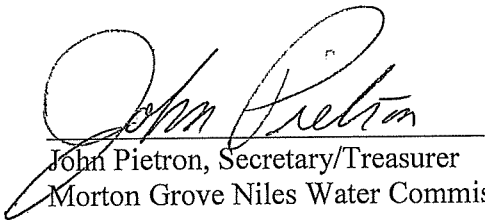
CERTIFICATION

I, John Pietron, certify that I am the duly appointed, qualified and acting Secretary/Treasurer Clerk of the Morton Grove Niles Water Commission. I do further certify that the above and foregoing, identified as Resolution Number 17- 14, is a true, complete and correct copy of an ordinance otherwise identified as:

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN MORTON GROVE-NILES WATER COMMISSION AND ALBRECHT ENTERPRISES INC.FOR DEMOLITION AND ASBESTOS ABATEMENT AND REMOVAL SERVICES AT 7900 NAGLE AVENUE MORTON GROVE, IL

passed by the Morton Grove Niles Water Commission on the 26 day of October 2017, the original of which is part of the books and records within my control as Secretary/Treasurer of the Morton Grove Niles Water Commission.

Dated this 26 day of October 2017

  
John Pietron, Secretary/Treasurer  
Morton Grove Niles Water Commission



# CERTIFICATE OF LIABILITY INSURANCE

ALBRE-1

OP ID: JS

DATE (MM/DD/YYYY)

10/27/2017

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

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

PRODUCER J.Krug & Associates, Inc. 1350 W. Northwest Highway Mount Prospect, IL 60056-2297 Veronica Marin	CONTACT NAME: Veronica Marin	FAX (A/C, No): 847-392-8137	
	PHONE (A/C, No, Ext): 847-392-8585	E-MAIL ADDRESS: vmarin@jkrug.com	
INSURED Albrecht Enterprises, Inc. 1684 Oakton Street Des Plaines, IL 60018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westfield Insurance		24112
	INSURER B: Technology Insurance Co.		42376
	INSURER C: Starstone National Insurance		
	INSURER D:		
	INSURER E:		
INSURER F:			

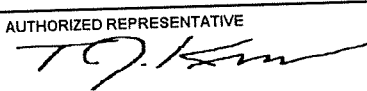
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		TRA0349676	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TRA0349676	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			47849D161ALI	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TARIL42123-03	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

The following are added as additional insureds with respect to general liability: MGNWC and the MGNWC Affiliates and Agents, The Village of Morton Grove, The Village of Niles, and True North Contractors, Inc.

<b>CERTIFICATE HOLDER</b>  MORTOGR  Morton Grove-Niles Water Commission c/o Village of Niles 1000 Civic Center Drive Niles, IL 60714	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Exhibit E

PERFORMANCE AND PAYMENT BOND

Work: DEMOLITION, ASBESTOS ABATEMENT & REMOVAL-7900 NAGLE, MORTON GROVE, IL  
Contract dated 10/26/17 and between Morton Grove- Niles Water Commission, Cook County, Illinois  
("Local Agency") and Albrecht Enterprises, Inc. (Principal)

We, Albrecht Enterprises, Inc.

a/an  Individual  Co-partnership  Corporation organized under the laws of the state IL, as PRINCIPAL, and Allegheny Casualty Company, Everest Reinsurance Company SURETY,

are held and firmly bound unto the above Local Agency (herein referred to as "LA") in the penal sum of -  
Eighty Nine Thousand Four Hundred and no/100-----

\_\_\_\_\_ Dollars ( \$89,400.00 ), lawful money of United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

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

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, and shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 820 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 1st day of November A.D. 2017

PRINCIPAL

Albrecht Enterprises, Inc. \_\_\_\_\_

(Company Name) (Company Name)

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

Attest: [Signature] Vice President \_\_\_\_\_  
(Signature & Title) (Signature & Title)

STATE OF ILLINOIS,  
COUNTY OF COOK \_\_\_\_\_, Alyssa Livesey \_\_\_\_\_

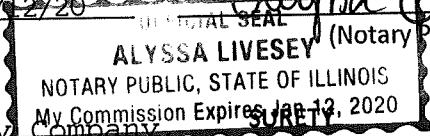
a Notary Public in and for said county, do hereby certify that

Robert Albrecht \_\_\_\_\_  
(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notarial seal this 1st day of November A.D. 2017

My Commission expires 01/17/20 \_\_\_\_\_  
(Notary Public) (SEAL)



Alleggheny Casualty \_\_\_\_\_  
Everest Reinsurance Company \_\_\_\_\_ By: [Signature] \_\_\_\_\_  
(Name of Surety) (Signature of Attorney-in-Fact)

Joseph Zahn Attorney-in-Fact

STATE OF ILLINOIS,  
COUNTY OF Will \_\_\_\_\_, Doris A. Bohlig \_\_\_\_\_

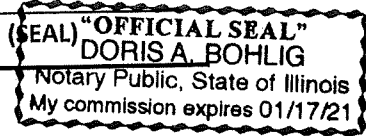
a Notary Public in and for said county, do hereby certify that

Joseph Zahn \_\_\_\_\_  
(Insert names of individuals signing on behalf of SURETY)

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

Given under my hand and notarial seal this 1st day of November A.D. 2017

My Commission expires 1/17/21 \_\_\_\_\_  
(Notary Public)



Approved this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Steven Vinezeano, Chair,  
Morton Grove-Water Commission

John Pietron, Secretary  
Morton Grove-Water Commission

Tel (973) 624-7200

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

**KNOW ALL MEN BY THESE PRESENTS:** That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KATHERINE M. BIEN, DORIS A. BOHLIG, CHRISTOPHER A. BORRE, DEBORAH J. HEDERA,  
MARLENE MILLIGAN, JOSEPH ZAHN, STEVEN MARKULIS

Naperville, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



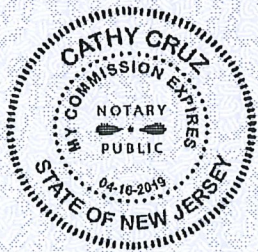
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of November, 2017

MARIA BRANCO, Assistant Secretary

POWER OF ATTORNEY  
EVEREST REINSURANCE COMPANY  
DELAWARE

KNOW ALL MEN BY THESE PRESENTS: That Everest Reinsurance Company of Liberty Corner, New Jersey, a corporation of the State of Delaware, having its principal office in the City of Liberty Corner, New Jersey, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Corporation on February 15, 1996 to wit:

"RESOLVED, that the Chairman of the Board and Chief Executive Officer, the President, any Executive Vice President or any Senior Vice President is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety."

Does hereby nominate, constitute and appoint Christopher A. Borre and Joseph Zahn, employees of International Fidelity Insurance Company of Chicago, Illinois separately, employee(s) of International Fidelity Insurance Company and Alleghany Casualty of Newark, New Jersey its true and lawful attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds, undertakings or obligations in co-suretyship with International Fidelity Insurance Company or Alleghany Casualty Company whether or not there are other co-sureties, wherein the co-surety participation of Everest Reinsurance Company does not exceed FIFTEEN MILLION Dollars (\$15,000,000) and reserving to itself full power of substitution and revocation.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Corporation, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Corporation at its office in Liberty Corner, State of New Jersey, in their own proper persons.

IN WITNESS WHEREOF, the Everest Reinsurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Senior Vice President this 6<sup>th</sup> day of September in the year two thousand and seventeen.



Attest:

Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Dennis S. Alba, Senior Vice President

STATE OF NEW JERSEY }  
SS }  
COUNTY OF SOMERSET }

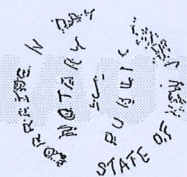
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Liberty Corner, the day and year first above written.

My Commission expires

STATE OF NEW JERSEY }  
SS }  
COUNTY OF SOMERSET }

LORRAINE N. DAY  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
COMMISSION # 2259023  
MY COMMISSION EXPIRES AUG. 3, 2020

Lorraine N. Day, Notary Public



I, ROBERT CRISTIANO of Everest Reinsurance Company, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true correct copy of the Power of Attorney issued by said Everest Reinsurance Company, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original. Said Power of Attorney is still in full force and effect and has not been revoked. I do further certify that DENNIS S. ALBA, SENIOR VICE PRESIDENT is duly authorized to sign said Power of Attorney in accordance with the Resolution of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Liberty Corner, New Jersey, on this 1<sup>st</sup> day of November, 2017.

Robert Cristiano, Vice President



**COOK COUNTY PRESIDENT**  
TONI PRECKWINKLE



**BUREAU OF ADMINISTRATION**  
**DEPARTMENT OF ENVIRONMENTAL CONTROL**

DEBORAH C. STONE  
Director  
69 West Washington - Suite 1900  
Chicago, Illinois 60602-3004  
TEL: (312) 603-8200  
FAX: (312) 603-9828

11/1/2017

Albrecht Enterprises, Inc.

1684 E. Oakton Street

Dse Plaines IL 60018

Permit Type:

DEMOLITION PERMIT NUMBER:

**D1701994**

The Department hereby grants a demolition permit for the following structure(s) located at:

Commercial

7900 N. Nagle Ave.

Morton Grove IL 60053

**Demolition Permit valid from: 11/13/2017 to 12/13/2017 Permit Fee: \$750**

This permit will be subjected to the following conditions:

- (1) If the structure is located in the incorporated village, town or city in Cook County, all local requirements/permits applicable to demolition or renovation of structure must be satisfied.
- (2) If the structure is located in unincorporated Cook County, a permit from the Cook County Department of Building and Zoning (Room 2830, 69 West Washington Street, Chicago, IL. 60602, (312) 603-0500) must be obtained.
- (3) The Provisions of The Cook County Environmental Control Ordinance apply.
- (4) The Special Conditions for Demolition-Dismantlement-Alterations-Razing that are listed on the reverse side of the permit must be followed.
- (5) No facsimiles of the original application will be accepted and all applications must be mailed or hand-carried to this Department. The Demolition Application (mailed or hand-carried) must be received in this Department within ten (10) working days prior to the demolition. Any changes in the starting and/or completion dates of the demolition removal schedule must be submitted to the Department 48 hours prior to the actual demolition.
- (6) If the demolition completion date expires without notification to the Department and the actual work has not been completed, a new permit must be obtained.
- (7) In emergency situations, this Department must be notified immediately of the circumstances and a follow up letter sent explaining the details.
- (8) This permit must be posted at the job site during the actual project.

Any person who knowingly makes false, fictitious, or fraudulent material statements orally or in writing, to the Cook County Department of Environmental Control (CCDEC) is in direct violation of the Cook County Ordinance Chapter 30 and all other applicable Cook County Ordinances/Statutes and is subject to fines in excess of \$10,000 per day. If a permit is granted for this project it is exclusive to the company listed on this permit for work specified on the original application for the dates listed. Permits will not be reprinted if revisions are made. However, if a revision is granted approval of such can be verified via a CCDEC dated stamped copy of the revision application upon request. The Special Conditions for the Demolition-Dismantlement-Alteration-Razing that are listed on the reverse side must be followed. If any of the above conditions are not followed, this Demolition permit will be VOIDED and enforcement measures may be initiated. Thank you for your cooperation. If there are any immediate/unforeseeable changes in the asbestos/demo schedule, please contact Cook County Department of Environmental Control at (312) 603-8200.

Thank You



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