

**BID DUE DATE**  
**2:00 PM LOCAL TIME**  
**December 17, 2021**

**December 03, 2021**  
**PRE-DEMOLITION/RENOVATION ASBESTOS ABATEMENT BID REQUEST**

**Hanover Park Park District**  
**1919 Walnut Ave.**  
**Hanover Park, Illinois 60133**

**Bidders may inspect the properties at your own risk prior to bidding.**  
**Contractors this is a not a mandatory pre-bid inspection.**

**The bidder shall use the following forms and instructions in preparing and submitting a bid for this Hanover Park Park District Solicitation.**

**A. Project Locations:** - *All Locations are within the Village of Hanover Park*

1529 Celebrity Drive  
1700 Greenbrook Boulevard

**B. Environmental Consultant: (Owner's Coordinator)**

Mr. Gary Deigan  
Deigan & Associates, LLC  
28835 N. Herky Dr., Unit 120  
Lake Bluff, IL. 60044  
847-578-5000 Fax 847-549-3242  
email: [gdeigan@deiganassociates.com](mailto:gdeigan@deiganassociates.com)

**C. Site Investigation**

By submitting a bid, the Contractor acknowledges that they are an Illinois Department of Public Health Licensed Asbestos Abatement Contractor and that they have investigated and satisfied themselves as to the conditions affecting the work. These conditions include but are not limited to physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Building Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Building Owner.

**D. Regulatory Requirements**

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these bid documents exists, the most stringent requirements shall be utilized.

**E. Insurance Requirements**

The Contractor shall purchase and maintain insurance that will protect him and the Hanover Park, Park District from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor shall state its minimum insurance coverage in its bid submittal. Additional indemnification and insurance requirements are included as **Exhibit I**.

**F. Offer**

Pursuant to the Invitation to Bid, the undersigned offers to furnish all labor, materials and services necessary to complete the project of the Owner in strict accordance with all applicable laws and other Contract Documents describing said project for the sum(s) set forth in Section L below.

In the event that the Owner accepts this bid, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement with the Owner containing all the terms, conditions, specifications and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

**Illinois Prevailing Wage & Certified Payroll required.** All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the “Act”) (hereinafter, “Prevailing Wages”) for DuPage County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall

require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the IDOL with copies to the Park District in strict accordance with the Act using forms and affidavits furnished by Illinois Department of Labor (“IDOL”) (the “Certified Payrolls”). A copy of the October 4, 2021 prevailing wage rates for DuPage County, Illinois are available at the below website. Notwithstanding the forgoing, said prevailing wage rates are revised by the IDOL from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL’s website:

[Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](https://www.idol.org/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

#### **G. Description of Work**

In addition to completion of the Bid form, contractor shall provide:

- **100% Payment Bond for the Project**
- **Insurance information including carrier, policy type, rating, and limits of coverage**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local regulations.

#### **H. Non-Collusion Affidavit**

By submitting its bid, the bidder says that he/it has not, nor has any other member, representative, or agent of the firm, limited liability company, corporation or partnership represented by him or it, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

As required by the Criminal Code, 720 ILCS 5/33E-11, Bidder certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. If awarded the contract, the successful bidder thereby restates and reaffirms the same.

Bidder further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

**I. Bid Due Dates & Submittal Location**

All Bids shall be received by the Hanover Park Park District Staff on or before **2:00 PM local time on Tuesday, December 17, 2021**. Sealed bids shall be clearly marked on the outer envelope with “**Hanover Park Park District Abatement Bid**” and be addressed to:

**Hanover Park Park District  
Attn: Steve Bessette / Abatement Bid  
1919 Walnut Avenue  
Hanover Park, IL 60133**

Due to Covid precautions bids will not be opened publicly.

**J. Project Schedule & Sequence of Work**

The project is to be performed/completed in the following sequence/schedule:

All work shall commence after receipt of Notice to Proceed (NTP). Work shall be completed by Abatement Contractor no later than 40 days after NTP, 10 -day IEPA notice and 30 working days. Work not completed by these dates will be subject to liquidated damages of \$500 per calendar day. Work completion is defined as abatement completed, ACM properly disposed, acceptable clearance results, and equipment demobilized.

**K. Scope of Work**

The Contractor shall complete the following scope of work in accordance with applicable, local, state, and federal regulations. Scope of work shall include all abatement areas listed on the attached November 11, 2021, report. The Contractor, prior to furnishing bids shall determine exact locations and quantities. Contractors are responsible for actual quantities present at the facility even if not identified on

documents provided to Contractor. This is a LUMP SUM payment for removal of ACM for purposes of demolition or renovation.

Contractor shall provide:

- o 10-day IEPA Notice immediately after receiving notice to proceed.
- o Removal and disposal of asbestos containing materials identified within the Asbestos Building Inspection Report along with any other similar ACM materials throughout the facility and other materials that may become contaminated and/or cannot be adequately cleaned near asbestos containing materials.

Electric and Water service is not guaranteed at each property.

NON-ACM debris not comingled or contaminated with ACM debris may be left inside the building in a non-regulated area and will be disposed by others during demolition.

ACM air clearance samples will be performed by 3<sup>rd</sup> Party prior to release of the work area. Negative pressure containment is to be maintained by Contractor until release of the work area by **Deigan**. Unacceptable clearance sample results will require re-cleaning of the work area at Contractor's sole expense.

**M. Questions and Clarifications**

Written questions will be accepted until 4:00 pm on December 14, 2021, to [gdeigan@deiganassociates.com](mailto:gdeigan@deiganassociates.com). Questions will be answered in the form of an addendum issued to all bidders.

**N. Bid Offer**

<p>The undersigned agrees to perform all work as referenced for the Lump Sum Amount of:</p> <p>LUMP SUM BID</p> <p>TOTAL(written): _____ Dollars (\$_____)</p> <p><i>One Asbestos Abatement Project Agreement will be issued for ACM Abatement at both addresses identified previously.</i></p>
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Contractor Bid is irrevocable for a period of 90 days.

**O. Contractor Acknowledgment of Bid Amount**

Name of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Abatement Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative

**Enclosures:**

Special Provisions

Exhibit I: Hanover Park Park District Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.

Asbestos Assessment Report Dated November 11, 2021

**P. Acknowledgements**

The undersigned hereby acknowledges receipt of the following along with the Asbestos Abatement Bid Request document.

- a. Special Provisions
- b. Exhibit I: Hanover Park Park District Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.
- c. Asbestos Assessment Report Dated November 11, 2021
- d. Form of Asbestos Abatement Project Agreement

(collectively, the “Contract Documents”).

## **APPENDIX A**

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**Applicable Standards and Guidelines Specific Requirements** include, but are not limited to:

Title 29 Code of Federal Regulations Section  
1910.134 - General Industry Standard for Respiratory Protection.

Title 29 Code of Federal Regulations Section 1926  
Construction Industry.

Title 29 Code of Federal Regulations Section 1910.2  
Access to Employee Exposure and Medical Records.

Title 29 Code of Federal Regulations Section 1910.1200  
Hazard Communication

U.S. Department of Transportation (DOT)  
Title 49 Code of Federal Regulations Parts 171 and 172,  
Hazardous Substances: Final Rule.

U.S. Occupational Safety and Health Administration (OSHA)  
Title 29 Code of Federal Regulations

Hanover Park Park District  
PRE-DEMOLITION/RENOVATION ASBESTOS ABATEMENT BID REQUEST

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**Special Provisions**

1. **Definitions:** Owner or Building Owner — refers to Hanover Park Park District. Environmental Manager (EM) or Owner’s Representative refers to Deigan & Associates, LLC as specialized representative of Owner. Contractor refers to the entity that performs work under this Contract.
  
2. **Illinois Prevailing Wage & Certified Payroll required.** All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the “Act”) (hereinafter, “Prevailing Wages”) for DuPage County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the “Certified Payrolls”). A copy of the October 4, 2021, prevailing wage rates for DuPage County, Illinois are available at the below website. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County,

Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: [Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](https://www.idol.state.il.us/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

3. **Schedule of Completion, Sequence/Start Dates and Stipulated Penalties**—The Abatement Contractor shall commence after receipt of Notice to Proceed (NTP). Work shall be completed by Abatement Contractor no later than 40 days after NTP, 10 -day IEPA notice and 30 working days. Work not completed by these dates will be subject to a stipulated penalty of \$500 per calendar day. Work completion is defined as abatement completed, ACM properly disposed, acceptable clearance results, and equipment demobilized.
4. **Contractor Parking** is only allowed on the property. Contractor shall not impede traffic in any way on the public Right-of-Way.
5. **Protection of property**—. Contractor work areas shall be limited to the Property Boundary and approved sidewalk closures. Contractor access beyond these work area limits will be subject to EM review and approval. Trees, streetlights, street signs and power pole shall be protected. Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, and neighboring properties caused by Contractor's equipment and/or actions.
6. **Payment and Performance Bond** Prior to commencement of the Project Work, Abatement Contractor shall furnish the owner with a Performance Bond and a Labor and Material Payment Bond ("Payment Bond") each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Owner, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (sometimes collectively referred to herein as the "Performance and Payment Bonds") to guaranty the performance of the Abatement Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, including but not limited to the payment of the above defined Prevailing Wages. The cost of said Performance and Payment Bonds shall be included in the Contract Sum.
7. **Payment.** Payment shall be made in accordance with the requirements and provisions set forth in paragraph 3 of the Abatement Project Agreement included in the Abatement Bid Request.

Date: December 2, 2021

Rev: 0

**8. Types and Limits of Insurance.**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Hanover Park Park District Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements are located in Exhibit I.

## **EXHIBIT I**

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### **Hanover Park District Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements.**

The successful bidder awarded the ACM Abatement Contract (the "Abatement Contractor") shall:

**1. Comply with All Applicable Laws**

The Abatement Contractor shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Worker's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations and the Rehabilitation Act of 1973, as amended.

**2. Provide Insurance**

**A. General**

The Abatement Contractor shall procure and maintain for the duration of, and specifically for this Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Abatement Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Abatement Contractor's overhead, rates and markups and shall not be compensated on a separate basis.

The Abatement Contractor shall, WITHIN 15 DAYS of execution of its Contract and at least 15 days before commencement of any site work, file with the Owner, a certificate of insurance in the form set forth herein, and copies of the policies covering all its insurance as required herein, and the policy or policies of insurance covering said Owner, the Environmental Manager, and their respective officials, officers, managers, members, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving the Owner at least thirty (30) days prior notice thereof in writing. Nothing that is contained in the insurance requirements shall be construed as limiting the extent of the Abatement Contractor's responsibility for payment of damages resulting from its operations under the Contract.

**B. Minimum Scope of Insurance**

Coverage shall be at least as broad as and comply with the following:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" for CG 0001 1185) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability or the most recent revision.

Please note Endorsement CG 2134 1188, CG 2139 1188 or other such endorsement or policy provision which limits contractual liability shall be deleted in its entirety.

2. Insurance Service Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
3. Workers' Compensation insurance as required by statute and Employers Liability insurance.
4. An Owners and Contractors Protective Liability Coverage will not be required on this PROJECT. However, the contractor's Comprehensive General Liability Insurance shall name the Owner, the Environmental Manager, and each of their respective officials, officers, managers, members, agents, and employees as "added insureds". Language covering the "added insureds" shall be as follows:  
  
**The Hanover Park Park District, its Board of Park Commissioners, and its officers, officials, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner, including, without limitation, Deigan & Associates, LLC, and its managers, members, officers and employees.**
5. Contractor Pollution Liability Insurance.

#### C. Minimum Limits of Insurance

Abatement Contractor shall maintain limits no less than those limits stated below:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project using endorsement CG 25 03 11 85 or general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$500,000 per accident and \$500,000 per disease.
4. Commercial Comprehensive Catastrophe Umbrella Policy: The Abatement Contractor only must provide this coverage at a minimum of \$2,000,000 per occurrence on the umbrella form. Excess limit policies are not acceptable.
5. Contractor's Pollution Liability Coverage: The Abatement Contractor only shall procure this coverage \$1,000,000 per claim, \$1,000,000 aggregate.

D. Deductibles and Self-Insured Retentions.

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

E. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions, unless modified by Supplemental Provisions in Section 00400:

1. General Liability and Automobile Liability Coverages.

(a) The Hanover Park Park District, its Board of Park Commissioners, officers, officials, employees, volunteers and Environmental Manager are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Abatement Contractor, including the insured's general supervision of the Abatement Contractor; products and completed operations of the Abatement Contractor; premises owned, occupied or used by the Abatement Contractor; or automobiles owned, leased, hired or borrowed by the Abatement Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Park District, its officers, officials, employees, volunteers, agents or the Environmental Manager. Specific language to be used on the certificate of insurance shall be as follows:

**"The Hanover Park Park District, its Board of Park Commissioners, and its officials, officers, employees, volunteers, agents, independent contractors, consultants while working on behalf of the Owner, including, without limitation, Deigan & Associates, LLC, and its managers, members, officers and employees.**

(b) The Abatement Contractor's insurance coverage shall be primary insurance as respects the Park District, its officers, officials, employees, volunteers, agents or Environmental Manager. Any insurance or self-insurance maintained by the Park District, its officers, officials, employees, volunteers, agents or Environmental Manager shall be excess of the Abatement Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Park District, its officers, officials, employees, volunteers, agents or the Environmental Manager.

(d) The Abatement Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Park District, its officers, officials, employees, volunteers, agents and Environmental Manager for losses arising from work performed by the Abatement Contractor for the Park District.

3. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limit except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Park District.

4. Certificate of Insurance Cancellation Provision

If the insurance is written on the Comprehensive General Liability Policy Form, the certificate shall be ACORD 25 Certificate of Insurance. If the insurance is written on the Commercial General Liability Form, the certificate shall be ACORD 25S Certificate of Insurance. The cancellation provision for either the ACORD 25 OR ACORD 25S form shall read as follows:

“Should any of the above described policies be canceled, suspended, voided or the types or amounts of coverage be modified before the expiration date thereof, the issuing company shall have mailed thirty (30) days prior written notice to the certificate holder named to the left, certified mail return receipt requested”

F. Acceptability of Insurers.

**Insurance** is to be placed with insurers with a **policy holder rating of no less than A-** and a **financial rating of no less than VII in the latest edition of the A. M. Best Insurance Guide from insurance companies licensed to do business in the State of Illinois.** Each Bidder, if selected, shall list the names of the insurance company or companies that will be providing such insurance, and the A. M. Best's rating thereof, on the Bid Proposal form. Failure to list the Abatement Contractor's insurance company, or companies, shall render the bid non-responsive. In the event any of the Abatement Contractor's insurance carriers do not meet the minimum standards set forth in this Exhibit I, or the minimum amounts and types of coverage required, the Abatement Contractor may in the alternative, provide an Owner and Contractor Protective ("OCP") policy if it provides equal or greater coverage meeting said minimum standards, provided the Contractor states in its Bid Proposal form that it will be providing an OCP policy and list the name of the company and the A. M. Best's rating thereof.

G. Verification of Coverage.

Abatement Contractor shall furnish the Environmental Manager for transmittal to the Owner with certificates of insurance and certified copies of all insurance policies with the original endorsements and policies for the above coverages. The certificates, policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer

to bind coverage on its behalf. All certificates, policies and endorsements are to be received and approved by the Owner before work commences

#### H. Subcontractors

The Abatement Contractor shall include all his subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

#### 3. Furnish Affidavits or Certificates

The Abatement Contractor shall furnish any affidavit or certificate in connection with the work covered by this the Agreement as provided by law.

#### 4. Control of Performing Work

The Abatement Contractor shall have full control of the ways and means of performing the work referred to above and that the Abatement Contractor or his/its employees, representatives or subcontractors are in no sense employees of the Park District, it being specifically agreed that in respect to the Park District, the Abatement Contractor and any party employed by the Abatement Contractor bears the relationship of an independent contractor.

## Pre-Demolition Asbestos Surveys

Hanover Park  
Park District Structures  
Hanover Park, IL 60133

### ASBESTOS ASSESSMENT REPORT



1529 Celebrity Drive



1700 Greenbrook Boulevard

#### *Prepared for:*

Steve Bessette, CPRP, Certified Arborist  
Superintendent of Parks & Planning  
Hanover Park Park District  
t 630-837-2468, ext. 128

#### *Prepared by:*

  
the deigan group  
environmental managers/consultants  
[www.deiganassociates.com](http://www.deiganassociates.com)

28835 N. Herky Dr., Unit 120  
Lake Bluff, IL. 60044

November 11, 2021

# Pre-Demolition Asbestos Surveys

Hanover Park  
Park District Structures  
Hanover Park, IL 60133

## Asbestos Assessment Report

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COMPLETE ANALYTICAL REPORTS AND ASSOCIATED DOCUMENTS FOLLOW SECTION 5.1

## 1.0 EXECUTIVE SUMMARY

This report details the finding from asbestos assessments of three (3) vacant residences in Hanover Park, IL.

Address of Property	Asbestos Present?
1529 Celebrity Drive	YES
1700 Glenbrook Boulevard	YES

Inspections of these properties was performed on November 4, 2021. In preparation for anticipated demolition, the assessment was performed to determine the presence asbestos containing materials (ACM) in suspect building components.

The assessment attempted to provide a comprehensive inventory of safely accessible suspect asbestos materials. Laboratory analyses of samples collected from suspect materials were used to verify the presence, or absence, of asbestos in those materials according to 40 CFR 61 Subpart M (NESHAPs for asbestos) regulations.

This assessment was conducted in accordance with current requirements as they pertain to building demolition and renovation inspections.

Suspect materials found during the assessment include, but are not limited to:

- Wallboard system;
- Plaster;
- Assorted Vinyl Floor Tiles and Associated Mastics;
- Vinyl Sheet Flooring (Linoleum);
- Leveling Compound;
- Popcorn finish ceiling (textured paint);
- Vinyl Cove Baseboard and associated Mastic;
- Pressboard insulation panels;
- White HVAC insulation paper (debris);
- Vermiculite Attic Insulation;
- Assorted Roof Shingles; and
- Tar Paper.

Field sampling was performed in accordance with recognized industry standards. Results of the assessment indicate the following:

- Assorted 9" x 9" and 12" x 12" Floor Tile and Mastic (Greenbrook) WAS determined to contain asbestos;
- White HVAC Insulating Paper (attic of Greenbrook) WAS determined to contain asbestos;
- Vermiculite Attic insulation (Greenbrook) WAS determined to contain asbestos;
- Popcorn finish ceiling (Celebrity) WAS determined to contain asbestos;
- Wallboard Joint compound (Celebrity) WAS determined to contain asbestos;
- Vinyl Sheet flooring (Celebrity) at WAS determined to contain asbestos;
- Asbestos WAS NOT detected in the other identified suspect materials.
- PLEASE SEE THE SPREADSHEET(S) PRESENTED WITHIN SECTION 4.1 FOR DETAILS, LOCATIONS AND ESTIMATED QUANTITIES.

PLEASE SEE TABLES IN SECTION 4.1 FOR DETAILS, QUANTITIES, AND LOCATIONS OF ASBESTOS CONTAINING MATERIALS.

## 2.0 REPORT BACKGROUND

The Deigan Group performed this assessment to determine the presence of asbestos containing materials (ACM) in support of planned demolition of property structures.

The assessment was undertaken to provide objective data necessary to determine the presence of asbestos materials within the scope of work. It was the intent of the assessment to provide:

- Definition of the asbestos content of the suspect asbestos containing materials (ACM) within the scope of work.

This report has been divided into five sections. The remaining sections include:

- The Methods section provides background information on this project, on the personnel that conducted the assessment, and on the protocols employed.
- The Asbestos Assessment Results section presents the data from the bulk sampling in a spreadsheet format. Laboratory methods and sample analysis results are also presented in this section.
- The Assessment Conclusions section interprets the sampling results and addresses special considerations that may be present.

### **3.0 METHODS**

Mr. Mark J. Brumwell performed the sampling on November 4 2021. Within the scope of work, sampling involved the safe collection and handling of bulk samples, and the definition of suspect material's location, type, and condition.

Mr. Mark Brumwell is an E.P.A certified and IDPH licensed Building Inspector (Illinois Department of Public Health License number 100-6717).

#### ***3.1 ASSESSMENT PROTOCOL***

At all times during the performance of the assessment, safety was a priority. Due to the emphasis on safety, there were no injuries, there was no building contamination, and there were no asbestos exposures to personnel or building occupants. When possible, we attempted to maintain the aesthetics of the facility and destructive measures were limited.

Samples were collected according to protocol detailed by 40 CFR 763.86 using EPA approved methods specifically designed for sample collection. Typically, samples were taken by inserting an individual aluminum-coring sleeve or tool into the suspect material while simultaneously applying amended water. Samples were immediately placed in pre-numbered sample vials and/or zip-loc baggies. To prevent accidental exposure, sample containers are made of a durable plastic designed to provide an airtight seal.

A group number, or multi-sample number, was assigned to each homogenous material. This number serves as a prefix to identify materials of similar composition, texture, color, and date of installation. The multi-sample number designates a specific material (i.e. resilient floor covering), and serves to identify the material that composes a homogenous material.

To ensure each sample's integrity, the samples were hand delivered directly to the laboratory by Mr. Brumwell. Signed and dated Chain-of-Custody documents are included with the laboratory results to document this undisturbed exchange. To prevent laboratory bias, only a roster listing the multi-sample numbers and the associated sample numbers were provided to the laboratory.

Suspected asbestos samples were analyzed as required by the EPA in Test Method document "US EPA 600/M462020, 1982" & "US EPA 600/R-93/118, 1993". This method is commonly known as Polarized Light Microscopy (PLM). According to the USEPA, Regulated Asbestos Containing Materials (ACM) are those materials found to contain greater than 1% asbestos (>1% asbestos) by PLM.

Due to limitations inherent to the PLM analytical method, we recommend that representative floor tile samples (when present) be submitted for analysis via TEM (Transmission Electron Microscopy). Transmission Electron Microscopy -is a more definitive analytical method and is also recommended by the EPA and Illinois Department of Health for analysis of these types of samples. Please advise us within ten business days

of the date of this report if the recommended analysis is desired. Fees for additional analysis will apply.

The following quote pertains to the current EPA guidance related to vermiculite “You should assume that vermiculite insulation is from Libby and treat the material as if it contained asbestos by not disturbing it or by using a trained professional if it needs to be removed.”

The scope of the assessment was to sample safely accessible suspect components. Our professional personnel made reasonable efforts to sample suspect materials that could be safely accessed and sampled; however, it should be understood that it may be impossible to find all asbestos containing materials.

“Suspect Material” is broadly defined to mean those building materials which commonly contain asbestos, or which are thought to contain asbestos.

“Suspect Material” includes, but is not limited to:

- thermal insulation on ducts, pipes, valves, and fittings;
- insulation on boilers and tanks;
- architectural, thermal, and fireproofing applications on building structural components;
- vinyl floor tiles and floor tile mastic;
- drop-in ceiling panels and ceiling tiles;
- asbestos-cement (Transite) panels;
- firebricks and boiler mortar/refractory;
- miscellaneous suspect materials such as gaskets, vibration cloths, and plasters; and
- roofing asphalt and flashing materials.

### **3.2 INDEPENDENT LABORATORY**

To ensure both quality and objectivity, an independent laboratory was used. The laboratory was:



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Phone: 773-313-0099 | Fax: 773-313-0139 | Toll Free: 877-435-5227

The laboratory was chosen based upon accreditation and the following:

- The lab employs trained analysts;
- The lab is accredited by the American Industrial Hygiene Association (AIHA);
- The lab has successfully participated in the NVLAP (National Voluntary Laboratory Accreditation Program)

If there be any questions concerning the analytical results, please feel free to contact us.

## 4.0 ASBESTOS ASSESSMENT RESULTS

This section provides the necessary information to clarify the magnitude of asbestos found in various materials throughout the buildings. There are two parts to this section:

- Spreadsheet
- Laboratory results explanation

#### **4.1 SPREADSHEET**

The Asbestos Assessment Spreadsheet for these facilities have been developed from information gathered on site by our personnel. It is formatted to allow for easy asbestos management by room usage/description.

Unless specifically noted, this spreadsheet does NOT include information regarding inaccessible areas and materials which, may or may not be present in those areas. Rooms, spaces, or areas not found on this spreadsheet were not available for inspection or not included in the scope of this inspection.

The Spreadsheet contains seven columns of important asbestos information. A brief explanation of each column follows:

**Floor/Area/room:** Designates the specific Room and/or building samples were identified.

**Group-Sample Number:** The prefix represents the multi-sample number which, indicates the group of samples that identify a specific material. The suffix is a unique number assigned to the specific sample. “NS” indicates that the material was not sampled at this location or was not considered a suspect asbestos material.

**Material Description:** Brief description of the material.

**Location:** Specific information useful for determining material location.

**Asbestos Percent:** Percent asbestos found in material by volume. According to the EPA, asbestos containing materials contain greater than 1% asbestos. No Structures Detected (NSD) or None Detected (N.D.) indicates laboratory did not identify asbestos. Materials that were present, but are not considered suspect are noted as “NS”.

**Area Description/Comments:** Contain bullet comments about the area or material including material condition.

# Hanover Park Pre- Demolition Asbestos Survey

<i>Building</i>	<i>Floor/Area/ Room</i>	<i>Group Sample Number</i>	<i>Material Description</i>	<i>Location</i>	<i>Asbestos Percent</i>	<i>Area Description / Comments</i>
1529 CELEBRITY DRIVE	1	1-101, 102, 103	ASPHALT TAB SHINGLES	ROOF	ND	ROOF
1529 CELEBRITY DRIVE	1	2-104, 105, 106	BLACK TAR PAPER	BENEATH ROOF	ND	ROOF
1529 CELEBRITY DRIVE	1	3-107, 108, 109	BLACK BACKING ON PRESSBOARD INSULATION BOARDS	BENEATH WOOD SIDING	ND	EXTERIOR
1529 CELEBRITY DRIVE	1	4-110, 111, 112	12" X 12" FLOOR TILE WITH YELLOW MASTIC	FLOOR	ND	½ OF MAIN ROOM
1529 CELEBRITY DRIVE	1	5-113, 114, 115	LEVELING COMPOUND	BENEATH CARPETING	ND	½ OF MAIN ROOM
1529 CELEBRITY DRIVE	1	6-116, 117, 118	POPCORN FINISH	CEILING	2% CHRYSOTILE	MAIN ROOM ~800 SF
1529 CELEBRITY DRIVE	1	7-119, 120, 121	WALLBOARD SYSTEM	WALLS AND CEILINGS	3% CHRYSOTILE (JOINT COMPOUND)	THROUGHOUT
1529 CELEBRITY DRIVE	1	8-122	4" GRAY VINYL COVE BASEBOARD AND MASTIC	THROUGHOUT	3% CHRYSOTILE (JOINT COMPOUND)	THROUGHOUT
1529 CELEBRITY DRIVE	1	9-123	LINOLEUM FLOORING	STORAGE CLOSET FLOOR (FORMER BATHROOM)	35% CHRYSOTILE	STORAGE CLOSET FLOOR (FORMER BATHROOM) ~60 SF
1529 CELEBRITY DRIVE	ATTIC	NS	FIBERGLASS	ATTIC INSULATION	NS	ATTIC- BETWEEN RAFTERS
1529 CELEBRITY DRIVE	ATTIC	NS	WOOD RAFTERS	ATTIC	NS	ATTIC

<i>Building</i>	<i>Floor/Area/Room</i>	<i>Group Sample Number</i>	<i>Material Description</i>	<i>Location</i>	<i>Asbestos Percent</i>	<i>Area Description / Comments</i>
1700 GREENBROOK	ROOF	10-201, 202, 203	ASPHALT TAB SHINGLES	ROOF	ND	ROOF
1700 GREENBROOK	EXTERIOR	11-204, 205, 206	BLACK TAR PAPER	ROOF	ND	EXTERIOR
1700 GREENBROOK	HVAC ROOM	12-207	LINOLEUM WITH SQUARE PATTERN	HVAC ROOM FLOOR	ND	~250 SF
1700 GREENBROOK	1	13-208, 209, 210	PLASTER	HVAC ROOM WALLS AND CEILIGN	ND	HVAC ROOM WALLS AND CEILINGS
1700 GREENBROOK	1	13-211, 212, 213	PLASTER	BLUE BEDROOM	ND	BLUE BEDROOM
1700 GREENBROOK	1	13-214, 215, 216	PLASTER	LIVING ROOM	ND	THROUGHOUT
1700 GREENBROOK	1	14-217	LINOLEUM WITH RECTANGLE PATTERN	BATHROOM	ND	BATHROOM ~60 SF
1700 GREENBROOK	1	15-218	9" X 9" BLACK FLOOR TILE WITH BLACK MASTIC	HALLWAY AND LIVING ROOM – UNDER CARPET	5% CHRYSOTILE	HALLWAY AND LIVING ROOM – UNDER CARPET ~700 SF
1700 GREENBROOK	1	16-219	9" X 9" RED FLOOR TILE WITH BLACK MASTIC	BLUE BEDROOM FLOOR – UNDER CARPET	5% CHRYSOTILE	BLUE BEDROOM ~150 SF
1700 GREENBROOK	1	17-220	MULTI-LAYER FLOOR TILE AND MASTIC	BACK BEDROOM	2%-5% CHRYSOTILE	BACK BEDROOM ~150 SF
1700 GREENBROOK	1	18-221	9" X 9" TAN/GREEN FLOOR TILE AND MASTIC	FRONT BEDROOM	2-4% CHRYSOTILE	FRONT BEDROOM ~150 SF
1700 GREENBROOK	1	19-222	12" X 12" FLOOR TILE AND MASTIC	FRONT ENTRY ROOM (WITH FIREPLACE)	3% CHRYSOTILE	FRONT ENTRY ~180 SF

<i>Building</i>	<i>Floor/Area/ Room</i>	<i>Group Sample Number</i>	<i>Material Description</i>	<i>Location</i>	<i>Asbestos Percent</i>	<i>Area Description / Comments</i>
1700 GREENBROOK	ATTIC	20-223	WHITE HVAC PAPER	DEBRIS IN ATTIC	65% CHRYBOTILE	DEBRIS ~ 1 CUBIC FOOT
1700 GREENBROOK	ATTIC	21-224, 225, 226	VERMICULITE	BETWEEN RAFTERS IN ATTIC	TRACE TO 3% TREMOLITE	ENTIRE ATTIC

#### ***4.2 LABORATORY RESULTS***

The laboratory results are presented after Section 5. Laboratory results are provided directly from the laboratory. Also included within this section is the Chain of Custody documentation.

## 5.0 ASSESSMENT CONCLUSIONS

### 5.1 DISCUSSION

The Deigan Group has arrived at the following conclusions based on the following information: laboratory results of materials sampled, site observations, and information provided from the current building owner.

The following summarizes the asbestos containing materials sampled at the property:

- Assorted 9" x 9" and 12" x 12" Floor Tile and Mastic (Greenbrook) WAS determined to contain asbestos;
- White HVAC Insulating Paper (attic of Greenbrook) WAS determined to contain asbestos;
- Vermiculite Attic insulation (Greenbrook) WAS determined to contain asbestos;
- Popcorn finish and Joint compound (Celebrity) WAS determined to contain asbestos;
- Vinyl Sheet flooring (Celebrity) at WAS determined to contain asbestos;
- Asbestos WAS NOT detected in the other identified suspect materials.
- PLEASE SEE THE SPREADSHEET(S) PRESENTED WITHIN SECTION 4.1 FOR DETAILS, LOCATIONS AND ESTIMATED QUANTITIES.

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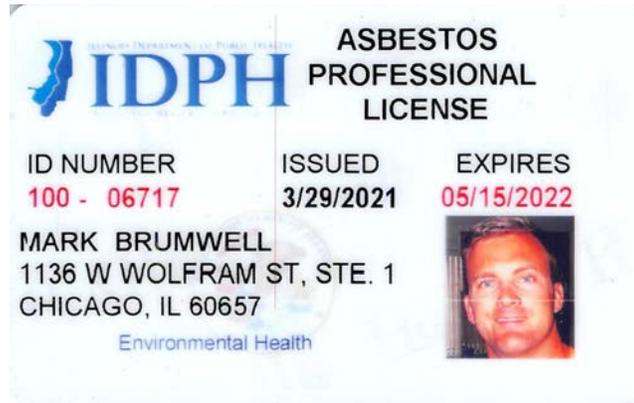
We recommend that asbestos containing materials be removed prior to demolition or renovation which will affect these materials. Disturbance of these materials may pose a serious health hazard or restrict the use of the facility. Untrained personnel should not disturb asbestos containing materials.

If demolition or renovation is planned, please consult with the City, County, Illinois EPA, and the Illinois Department of Public Health (IDPH) to ensure that appropriate permits are obtained and notifications and fees are remitted.

It is The Deigan Group's intention that you use this report, including spreadsheet and laboratory results provided by The Deigan Group and detailed in their respective sections of this report for a safe and informed asbestos management program.

Due to the limited nature of this particular survey and the sampling protocol promulgated under AHERA (40 CFR 763), it is advised that prior to any renovation or abatement project, Quality Control samples be collected of materials to be removed. Further, if estimated material quantities are provided, that they are confirmed. If any potential hazards were discovered during the assessment, they were brought to the attention of the owner/representative at the time of the assessment. It should be noted that conditions do change, and that materials constantly degrade.

## Current Asbestos license



**ENDORSEMENTS**

**TC EXPIRES**

INSPECTOR

2/5/2022

PROJECT MANAGER

3/13/2022

**Alteration of this license shall result in legal action**
  
 This license issued under authority of the State of Illinois
   
 Department of Public Health
   
 This license is valid only when accompanied by a valid
   
 training course certificate.

## PHOTOGRAPHS OF IDENTIFIED ACM



*Figure 1: Wallboard system (Celebrity Drive)*



*Figure 2: Popcorn finish ceiling (Celebrity Drive)*



*Figure 3: Linoleum (Celebrity)*



*Figure 4: 9" x 9" Floor tile and mastic (Greenbrook)*



*Figure 5: 9" x 9" Floor Tile and Mastic (Greenbrook)*



*Figure 6: 9" x 9" Floor Tile and Mastic (Greenbrook)*



*Figure 7: 9" x 9" Floor Tile and Mastic (Greenbrook)*



*Figure 8: 9" x 9" Floor Tile and Mastic (Greenbrook)*



*Figure 9: Vermiculite and HVAC Paper (Greenbrook)*

## EMSL Analytical Reports



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**EMSL Order:** 262107543  
**Customer ID:** DEIG62  
**Customer PO:**  
**Project ID:**

**Attention:** Gary Deigan  
Deigan & Associates, LLC  
28835 N. Herky Drive  
Unit 120  
Lake Bluff, IL 60048  
**Project:** Hanover Park, IL

**Phone:** (847) 623-9356  
**Fax:** (847) 578-5010  
**Received Date:** 11/04/2021 2:20 PM  
**Analysis Date:** 11/11/2021  
**Collected Date:** 11/04/2021

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-11 262107543-0001	Asphalt Tab Shingle	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1-102 262107543-0002	Asphalt Tab Shingle	Black Non-Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1-103 262107543-0003	Asphalt Tab Shingle	Brown/Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
2-104 262107543-0004	Tar Paper	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
2-105 262107543-0005	Tar Paper	Black Non-Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
2-106 262107543-0006	Tar Paper	Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
3-107 262107543-0007	Paper on Pressboard	Brown/Black Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
3-108 262107543-0008	Paper on Pressboard	Brown/Black Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
3-109 262107543-0009	Paper on Pressboard	Brown/Black Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
4-110-Floor Tile 262107543-0010	12x12 Floor Tile w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-110-Mastic 262107543-0010A	12x12 Floor Tile w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-110-Mastic 2 262107543-0010B	12x12 Floor Tile w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-111-Floor Tile 262107543-0011	12x12 Floor Tile w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-111-Mastic 262107543-0011A	12x12 Floor Tile w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-111-Mastic 2 262107543-0011B	12x12 Floor Tile w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-112-Floor Tile 262107543-0012	12x12 Floor Tile w/ Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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**EMSL Order:** 262107543  
**Customer ID:** DEIG62  
**Customer PO:**  
**Project ID:**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
4-112-Mastic 262107543-0012A	12x12 Floor Tile w/ Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-112-Mastic 2 262107543-0012B	12x12 Floor Tile w/ Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-113-Leveler 262107543-0013	Leveling Compound	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-113-Mastic 262107543-0013A	Leveling Compound	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-114-Leveler 262107543-0014	Leveling Compound	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-114-Mastic 262107543-0014A	Leveling Compound	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-115-Leveler 262107543-0015	Leveling Compound	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-115-Mastic 262107543-0015A	Leveling Compound	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-116-Popcorn Ceiling 262107543-0016	Popcorn Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-116-Joint Compound 262107543-0016A	Popcorn Ceiling	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
6-117-Popcorn Ceiling 262107543-0017	Popcorn Ceiling	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-117-Joint Compound 262107543-0017A	Popcorn Ceiling	White Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
6-118 262107543-0018	Popcorn Ceiling	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
7-119-Drywall 262107543-0019	Wall Board system	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-119-Joint Compound 262107543-0019A	Wall Board system	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-119-Tape 262107543-0019B	Wall Board system				Layer Not Present
7-120-Drywall 262107543-0020	Wall Board system	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7-120-Joint Compound 262107543-0020A	Wall Board system	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
7-120-Tape 262107543-0020B	Wall Board system				Layer Not Present

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**EMSL Order:** 262107543  
**Customer ID:** DEIG62  
**Customer PO:**  
**Project ID:**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
7-121-Drywall 262107543-0021	Wall Board system	Brown/White Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
7-121-Tape 262107543-0021A	Wall Board system	Beige Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
7-121-Joint Compound 262107543-0021B	Wall Board system	White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
8-122-Baseboard 262107543-0022	Baseboard & Mastic	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-122-Mastic 262107543-0022A	Baseboard & Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-122-Joint Compound 262107543-0022B	Baseboard & Mastic	Peach Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
9-123 262107543-0023	Linoleum	Tan Non-Fibrous Homogeneous		65% Non-fibrous (Other)	35% Chrysotile
9-123-Mastic 262107543-0023A	Linoleum	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10-201 262107543-0024	Asphalt Tab Shingles	Black Non-Fibrous Homogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
10-202 262107543-0025	Asphalt Tab Shingles	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10-203 262107543-0026	Asphalt Tab Shingles	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
11-204 262107543-0027	Tar Paper	Brown Non-Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
11-205 262107543-0028	Tar Paper	Brown Non-Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
11-206 262107543-0029	Tar Paper	Brown Non-Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
12-207 262107543-0030	Linoleum w/ square pattern	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-208-Skim Coat 262107543-0031	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-208-Base Coat 262107543-0031A	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-209-Skim Coat 262107543-0032	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-209-Base Coat 262107543-0032A	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Tel/Fax: (773) 313-0099 / (773) 313-0139  
<http://www.EMSL.com> / [chicagolab@emsl.com](mailto:chicagolab@emsl.com)

**EMSL Order:** 262107543  
**Customer ID:** DEIG62  
**Customer PO:**  
**Project ID:**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13-210-Skim Coat <small>262107543-0033</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-210-Base Coat <small>262107543-0033A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-211-Skim Coat <small>262107543-0034</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-211-Base Coat <small>262107543-0034A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-212-Skim Coat <small>262107543-0035</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-212-Base Coat <small>262107543-0035A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-213-Skim Coat <small>262107543-0036</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-213-Base Coat <small>262107543-0036A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-214-Skim Coat <small>262107543-0037</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-214-Base Coat <small>262107543-0037A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-215-Skim Coat <small>262107543-0038</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-215-Base Coat <small>262107543-0038A</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-216-Skim Coat 1 <small>262107543-0039</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-216-Skim Coat 2 <small>262107543-0039A</small>	Plaster	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-216-Base Coat <small>262107543-0039B</small>	Plaster	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14-217-Linoleum <small>262107543-0040</small>	Linoleum	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14-217-Mastic <small>262107543-0040A</small>	Linoleum	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15-218-Floor Tile <small>262107543-0041</small>	9x9 Floor Tile & Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
15-218-Mastic <small>262107543-0041A</small>	9x9 Floor Tile & Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Tel/Fax: (773) 313-0099 / (773) 313-0139  
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**EMSL Order:** 262107543  
**Customer ID:** DEIG62  
**Customer PO:**  
**Project ID:**

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

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-219-Floor Tile <small>262107543-0042</small>	12x12 Floor Tile & Mastic	Red Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
16-219-Mastic <small>262107543-0042A</small>	12x12 Floor Tile & Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
17-220-Tile 1 <small>262107543-0043</small> <i>Sample has a wood polka dot texture.</i>	Multi-Layer Tile & Mastic	Brown Non-Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
17-220-Mastic <small>262107543-0043A</small>	Multi-Layer Tile & Mastic	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
17-220-Tile 2 <small>262107543-0043B</small>	Multi-Layer Tile & Mastic	Gray/Red Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
17-220-Mastic 2 <small>262107543-0043C</small>	Multi-Layer Tile & Mastic	Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
18-221-Floor Tile 1 <small>262107543-0044</small>	9x9 Floor Tile & Mastic	Gray Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
18-221-Mastic 1 <small>262107543-0044A</small>	9x9 Floor Tile & Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18-221-Floor Tile 2 <small>262107543-0044B</small>	9x9 Floor Tile & Mastic	Green Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
18-221-Mastic 2 <small>262107543-0044C</small>	9x9 Floor Tile & Mastic	Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
19-222-Floor Tile <small>262107543-0045</small>	12x12 Floor Tile & Mastic	Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
19-222-Mastic <small>262107543-0045A</small>	12x12 Floor Tile & Mastic	Yellow Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
20-223 <small>262107543-0046</small>	white HVAC Paper	White Fibrous Homogeneous	5% Cellulose	30% Non-fibrous (Other)	65% Chrysotile
21-224 <small>262107543-0047</small> <i>Vermiculite is a problem matrix. Other analytical options are recommended such as EPA 600 PLM/TEM with milling prep or TEM Qualitative</i>	zordite/vermiculite	Brown/Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Tremolite
21-225 <small>262107543-0048</small> <i>Vermiculite is a problem matrix. Other analytical options are recommended such as EPA 600 PLM/TEM with milling prep or TEM Qualitative</i>	zordite/vermiculite	Brown/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Tremolite
21-226 <small>262107543-0049</small> <i>Vermiculite is a problem matrix. Other analytical options are recommended such as EPA 600 PLM/TEM with milling prep or TEM Qualitative</i>	zordite/vermiculite	Brown/Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Tremolite

Initial report from: 11/11/2021 19:01:55



# EMSL Analytical, Inc.

4140 Litt Drive Hillside, IL 60162

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

<http://www.EMSL.com> / [chicagolab@emsl.com](mailto:chicagolab@emsl.com)

**EMSL Order:** 262107543

**Customer ID:** DEIG62

**Customer PO:**

**Project ID:**

Analyst(s)

*Cristian Nunez (56)*

*Lauren Swain (31)*

James Hahn, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

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

Initial report from: 11/11/2021 19:01:55



EMSL ANALYTICAL INC.  
LABORATORY PRODUCTS TRAINING

## Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

262107543

Company Name : Deigan & Associates, LLC		EMSL Customer ID: deig62	
Street: 28835 Herky Drive, Unit 120		City: Lake Bluff	State or Province: IL
Zip/Postal Code: 60044	Country: USA	Telephone #: (847)578-5000	Fax #:
Report To (Name): Gary Deigan		Please Provide Results via: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
email Address: gdeigan@deiganassociates.com		Purchase Order Number:	
Client Project ID: Hanover Park, IL		EMSL Project ID (internal use only):	
State or Province Collected: IL		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
<b>Turnaround Time (TAT) Options Please Check</b>			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 32 Hour* <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
*32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.			
<b>PLM - Bulk (reporting limit)</b>		<b>TEM - Bulk</b>	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 non-friable - NY	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass -- EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1- friable - NY		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB- non-friable - NY		<b>Other tests (please specify)</b>	
<input type="checkbox"/> NY ELAP Method 198.8- Vermiculite Surfacing Material		<input type="checkbox"/>	
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> EMSL Standard Addition Method			
<input type="checkbox"/> Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: November 4, 2021	
Sampler's Name: Mark J. Brumwell		Sampler's Signature: <i>Mark J. Brumwell</i>	
Sample #	HA #	Sample Location	Material Description
1-01, 102, 103			Asphalt fab shingle
2-104, 105, 106			TAR PAPER
3-107, 108, 109			Paper on pressboard
4-110, 111, 112			12x12 floor tile w/ mastic
5-113, 114, 115			Leveling compound
6-116, 117, 118			Popcorn ceiling
Client Sample # (s): 1-101 - 21-226		Total # of Samples: 49	
Relinquished by (Client): <i>Mark J. Brumwell</i>		Date: 11/4/2021	Time:
Received by (Lab): <i>[Signature]</i>		Date: 11/4/21	Time: <i>[Signature]</i>
Comments/Special Instructions: cc brumwellmark@yahoo.com			



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

### Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

262107543

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

Sample #	HA #	Sample Location	Material Description
7-119, 120, 121			wallboard system
8-122			baseboard & mastic
9-123			linoleum
10-201, 202, 203			Asphalt tab shingles
11-204, 205, 206			tar paper
12-207			linoleum w/ square pattern
13-208, 209, 210			plaster
13-211, 212, 213			Plaster
13-214, 215, 216			"
14-217			linoleum
15-218			8 1/2 x 9 Floor tile & mastic
16-219			12x12 " "
17-220			<del>multi</del> Multi-layer tile & mastic
18-221			9x9 Floor tile & mastic
19-222			12x12 " "
20-223			white HVAe paper
21-224, 225, 226			Zonolite/vermiculite
END			

\*Comments/Special Instructions:

## ASBESTOS ABATEMENT PROJECT AGREEMENT

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This Abatement Project Agreement (the "Agreement") is entered as of \_\_\_\_\_, 20\_\_\_\_, between the Hanover Park Park District, an Illinois park district of Cook and DuPage Counties, Illinois (the "District" or the "Owner") and \_\_\_\_\_ (the "Abatement Contractor").

**IN CONSIDERATION** of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.

A. "Project Work" shall mean Removal and disposal of asbestos containing materials identified within the Asbestos Building Inspection Report along with any other similar ACM materials throughout the facility and other materials that may become contaminated and/or cannot be adequately cleaned near asbestos containing materials at the Project Site in accordance with the Scope of Work defined in the Contract Documents.

B. Abatement Contractor shall procure and furnish the District at the Abatement Contractor's expense the following: (i) all licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work, Performance Bond and the Payment Bond in accordance with paragraph 12 below; (ii) Abatement Contractor shall furnish the Owner with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below; and (iii) Abatement Contractor shall immediately commence the Project Work following receipt of notice to proceed from the Owner.

C. "Project Site" shall mean the properties commonly known as 1529 Celebrity Drive, Hanover Park, Illinois, and 1700 Greenbrook Boulevard, Hanover Park, Illinois.

D. "Contract Documents" shall mean:

1. The Pre-Demolition/Renovation Asbestos Abatement Bid Request dated December 03, 2021, including:
  - a. Appendix A thereto listing Applicable Standards and Guideline Specific Requirements.
  - b. Special Provisions.
  - c. Exhibit I: Hanover Park Park District Specifications Covering Compliance with laws, Indemnification, and Insurance Requirements.
  - d. Asbestos Assessment Report Dated November 11, 2021.

2. Abatement Contractor's Bid Offer
3. This Asbestos Abatement Project Agreement, the form of which was included in the Abatement Bid Request.
4. Abatement Contractor's Performance Bond to be submitted by Abatement Contractor after award of contract to be co-signed by the Abatement Contractor and surety.
5. Abatement Contractor's Payment Bond as described herein (to be submitted by the Abatement Contractor after award signed by the Abatement Contractor and its surety).

2. Completion Date. Forty (40) days after the issuance of a Notice to Proceed by the Owner or the Environmental Consultant.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$\_\_\_\_\_ (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. Upon completion of the Project Work, the Abatement Contractor shall provide a final invoice to the Owner in the amount of the Contract Sum plus any pre-approved change orders. It shall be a condition precedent to the District's obligation to make a final payment that the Abatement Contractor shall have submitted, not less than ten (10) days prior to the first day of the month in which the Abatement Contractor is applying for final payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Final Payment Documents":

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Abatement Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, until after final acceptance has been made by the Owner. Payment may be reduced by such additional amounts as the Owner determines for non-conforming work and unsettled claims.

(ii) A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company listing the name and address of each subcontractor that furnishes labor on the Project and for each subcontractor in separate columns, the original amount of each subcontract, the amount of issued change orders, adjusted contract amount, the total completed and stored to date, net amount previously paid, net amount this payment and balance to complete.

(iii) **Final Waivers of Lien** from the Abatement Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and final waivers of lien from all material suppliers that supplied material in connection with the Project. **Trailing Waivers of Lien will not be accepted.**

(iv) All of the Abatement Contractor's Final Payment Documents shall be sworn to and notarized.

(v) It shall also be a condition precedent to any payment hereunder that Abatement Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor ("IDOL") with copies thereof and proof of filing thereof with the IDOL to the Owner covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the IDOL (the "Certified Payrolls"). The Owner will not process or release any payments prior to receiving proof of filing with the IDOL and copies of the Certified Payrolls relative to each applicable pay application.

(vi) Payments shall be further contingent upon the consent of the surety that issued the Performance Bond and the Payment Bond (sometimes collectively referred to as the "Performance and Payment Bonds") and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.

(vii) Following receipt of the Final Payment Request Documentation and all documents and submittals required under the Contract Documents, and following the Environmental Manager's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Owner shall tender payment to the Abatement Contractor of the Contract Sum plus any approved change orders and less any deductions as provided, subject to the terms and conditions herein.

C. Except as provided in paragraph D of this Section 2, no payments shall be made by the Owner until the Project Work has been substantially completed and in strict compliance with the Contract Documents, and further subject to the requirements of this Section 2.

D. It shall be a condition precedent to any payment required by the Owner hereunder, that the Environmental Manager has certified to the owner that the Project Work is substantially completed and that the Project Work being invoiced is free from any defects and has been substantially completed in accordance with the terms and conditions herein. Provided the Environmental Manager certifies substantial completion, the Owner may deduct from the final payment hereunder, amounts as it reasonably determines for minor incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.

E. Notwithstanding the foregoing, in no event shall the Owner's acceptance of the Project Work, Abatement Contractor's Final Payment Request Documentation and/or

any Certification and/or the Owner's payments to the Abatement Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

4. Intentionally Omitted.

5. Non-Discrimination. Abatement Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. Compliance With Law. All goods, equipment, materials, and all labor furnished by Abatement Contractor and Abatement Contractor's Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Architectural Barriers Act, the Illinois Accessibility Codes, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Hanover Park Municipal Code, including but not limited to the Village of Hanover Park Building Codes, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Abatement Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Abatement Contractor shall indemnify, defend and hold harmless the Hanover Park Park District, and its elected and appointed officials, officers, employees, and Deigan & Associates, LLC, and its managers, members, officers and employees (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Abatement Contractor, its employees, contractors, subcontractors of any tier, material suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Owner or its Environmental Manager. In the event of any such suit, Abatement Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any

of them, in any such action, Abatement Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Abatement Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Abatement Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Abatement Contractor's breach of any of its obligations under, or Abatement Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. Abatement Contractor shall not assign the whole or any part of this Agreement without the written consent of the Owner. Any such assignment by Abatement Contractor without the Owner's written approval shall be null and void.

9. Taxes. The Owner is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Abatement Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Abatement Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the foregoing, it shall be Abatement Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by Abatement Contractor. Abatement Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of the Project Site and the present condition of the Project Site and represents and warrants that the Contract Documents and depictions are adequate, and the required results can be produced under the Contract Documents and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of the Abatement Contractor to fulfill in every detail all of the requirements of this Agreement or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance. The Abatement Contractor shall procure and maintain for the duration of the Project Work insurance of the types and in amounts of not less than the coverage's listed on Exhibit I of the Contract Documents. The cost of such insurance is included in the Contract Sum.

12. Performance Bond, Payment Bond. Prior to commencement of the Project Work, Abatement Contractor shall furnish the Owner with a Performance Bond and a Labor and Material Payment Bond ("Payment Bond") each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Owner,

co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (sometimes collectively referred to herein as the "Performance and Payment Bonds") to guaranty the performance of the Abatement Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds shall be included in the Contract Sum.

13. Illinois Prevailing Wage Act

A. All laborers, workers and mechanics employed by Abatement Contractor and/or by any subcontractor(s) performing any Project Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for DuPage County, the county in which the Project Work will be performed. Abatement Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

B. The Abatement Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Abatement Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Abatement Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Abatement Contractor and not at the expense of the District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Abatement Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). A copy of the 10/4/2021 prevailing wage rates for DuPage County, Illinois (which as of this date appear to be the most current prevailing wages) are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Abatement Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Intentionally Omitted.

15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 18 of this Agreement.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays;(b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to the Abatement Contractor:

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If to the Owner:

Hanover Park Park District  
1919 Walnut Avenue  
Hanover Park, Illinois, 60133  
Attn: Steve Bessette, Superintendent of Parks & Planning

With a copy to the Environmental Manager:

Deigan & Associates, LLC  
28835 North Herky Drive, Unit 120  
Lake Bluff, IL, 60044  
Attn: Gary Deigan  
Fax: 847-549-3242

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. Abatement Contractor shall repair any damage to the Project Site and/or any other owner property attributable to acts and/or omissions of the Abatement Contractor and/or Abatement Contractor's Agents and/or otherwise attributable to the Project Work.

**18. Limitation on the Owner's Liability. The Abatement Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Hanover Park Park District and other Indemnified Parties and agrees not to make any claim or demand for such damages against the District and/or other Indemnified Parties.**

19. Hazardous Substances. Abatement Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Site and/or any other property owned, leased or controlled by the Owner (collectively, "Subject Property") by Abatement Contractor and/or Abatement Contractor's Agents (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of Abatement Contractor or Abatement Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Abatement Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Demolition Contractor's activities or the activities of any of Abatement Contractor's Agents violate or create a risk of violation of any Environmental Laws, Abatement shall cause such activities to cease immediately upon notice from the Owner. Demolition Contractor shall immediately notify the Owner both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Demolition Contractor's indemnification obligations and duties as stated in this paragraph 19 and as set forth in Exhibit I of the Contract Documents shall survive the termination and/or expiration of this Contract.

20. Delays in Project Work. The Abatement Contractor's sole remedy for delay shall be an extension of time, and reasonable additional compensation for delay of any kind that is beyond the Abatement Contractor's control and without fault or neglect of Abatement Contractor.

21. Change Orders.

A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Superintendent of Parks and Planning. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Board of Park Commissioners of the Hanover Park Park District (the "Corporate Authorities") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Executive Director of the District or the Corporate Authorities.

B. For any adjustments to the Contract Sum based on other than the unit prices method, the Abatement Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:

- i. Ten percent (10%) of the project Work by the Abatement Contractor not involving subcontractors.
- ii. Five percent (5%) for project Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Project Work ordered as described which will be executed by subcontractors of the Abatement Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Abatement Contractor may add five (5%).

22. Relationship of the Parties.

A. It is understood, acknowledged and agreed by the parties that the relationship of the Abatement Contractor to the Owner arising out of this Agreement shall be that of an independent contractor. Neither Abatement Contractor, nor any employee or agent of Abatement Contractor, is an employee, partner, joint venture, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner. Abatement Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the owner for any purpose. Neither Abatement

Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Abatement Contractor may represent himself to others as an employee of the Owner. Should any person indicate to the Abatement Contractor or any employee or agent of the Owner by written or oral communication, course of dealing or otherwise, that such person believes Abatement Contractor to be an employee or agent of the Owner, Abatement Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Abatement Contractor shall do so in Abatement Contractor's own business.

B. Abatement Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Abatement Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Owner shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the Abatement Contractor's rights and responsibilities. The Abatement Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the Abatement Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work; and the Abatement Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Owner shall not have any authority to stop the work of the Abatement Contractor or the work of any subcontractor on the Project.

23. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

**24. Assumption of Liability. To the fullest extent permitted by law, Abatement Contractor assumes liability for all injury to or death of any person or persons including employees of Abatement Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.**

25. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Hanover Park Park District, and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

26. Intentionally Omitted.

27. Illinois Human Rights Act. The Abatement Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Abatement Contractor represents and warrants to the Owner as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Abatement Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Abatement Contractor in its efforts to comply with such Acts and Rules and Regulations, the Abatement Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract

obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Abatement Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Abatement Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

28. Intentionally Omitted.

29. Clean Air Act and Federal Water Pollution Control Act. Abatement Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

30. Removal and Disposal. The Abatement Contractor must remove and dispose of all Asbestos Containing Materials at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

31. Work by Trade Unions. If the Project Work is to be performed by trade unions, the Abatement Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

32. Miscellaneous

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Owner and Abatement Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Hanover Park Park District

Abatement Contractor:

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

President

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_