# Hoffman Estates Fire Station #22 2190 W Higgins RD. Hoffman Estates, Illinois, 60169

# **INSTRUCTIONS TO BIDDERS**

Bids Are Due: 9/24/2025 @ 11:00 A.M.

Bid Package No. 2.10 – Site Demolition / Building Demolition / Asbestos Abatement / Onsite Concrete / Crushing / Asphalt Milling & Grinding

#### **Deliver Bids to:**

Hoffman Estates Village Hall 1900 Hassell Rd, Hoffman Estates, IL 60169

**Construction Management By:** 



**Architectural Services by:** 





# A memo from the Construction Manager



This note is to remind you that Camosy Construction will only be reviewing proposals for Hoffman Estates Fire Station #22 project that are submitted on the provided bid forms enclosed in the Instructions to Bidders document.

Your company can attach a scope letter to the bid form for clarification. Bids not submitted on the bid form can and will be rejected for that reason alone.

BY submitting a proposal on Camosy's bid form, your firm is acknowledging that it has reviewed the sample subcontract and general conditions documents and will agree to sign these documents should your firm be awarded a contract for your respective scope.

**Building Trust Since 1910** 

PHONE: 847.395.6800 FAX: 847.395.6891 WEB: <u>www.camosy.com</u>

# Hoffman Estates Fire Station #22 2190 W Higgins RD. Hoffman Estates, Illinois, 60169

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# **Subcontractor Bid Form**

Hoffman Estates Fire Station #22 2190 W Higgins RD. Hoffman Estates, Illinois, 60169

**TO: Camosy Construction Project Team** 43451 N US Highway 41 Zion, IL 60099-9455

Camosy Preconstruction Contact: Todd Peyron
Camosy Project Manager Contact: Todd Peyron
BIDDER COMPANY NAME:
BID TRADE DESCRIPTION:
BID PACKAGE NUMBER: Note only (1) one Bid Package Proposal per Bid Form
Note only (1) one Bid Package Proposal per Bid Form
The undersigned proposes to furnish all materials, labor, equipment, and services as required to satisfactorily complete all the Construction Services as noted above associated with the Hoffman Estates Fire Station #22 in strict accordance with the Contract Documents as prepared by FGM Architects, including but not limited to all plan sheets dated 9/4/2025. All work completed in strict accordance with the Camosy Construction Instructions to Bidders dated 9/9/2025.
Please check the box by each item below signifying that you have received and reviewed all of these items.
Drawings
Specification
Instructions to Bidders
Addenda: No Dated, No Dated, No Dated, No Dated
Clarifications: No Dated, No Dated, No Dated, No Dated
A. Base Bid Items  All work required to properly perform and complete all work outline within the Bid Package you are submitting on.

Page 1

### Proposal Form CM – IL

Base Bid \$\_\_\_\_\_

	a.	A Performance Bond will be required for any B greater. If the Base Bid value is greater than \$'Payment Bond value is \$	
	b.	If the Base Bid value is less than \$750,000 the Secure requested, A Performance and Payment Bonds Supplementary Conditions A201 2007 Edition is amount award for an additional premium for any bonds will be paid by this subquoted herein. The exact amount of the bond if requested.	as stated in the General Conditions — n the sum of 100% of the total of the award amount. The contractor separate from the base bid
В.	Use th	owledgement:  nis area to acknowledge that you have read, in it need that was provided along with this documen	-
Acl	knowle	edged by: (Please Print Name Here)	(Please Sign Name Here)
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Ple out not Res	t as the t noted	stinguish whether each alternate is either add or wording applies to each alternate. All alternate dotherwise. Alternates left blank will be considers such as but not limited to; "NC", "No Bid" or "	s will be assumed as add alternates, if red no change to the base bid.
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<u>Vo</u>	luntary	y Alternate Bid #3:	
		ovide a number to be added or deducted from th	ne base bid to provide all labor and
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NC	TE:		7
		ould have any questions regarding any of these a	ternates please use the information
bel	low to	contact <b>Todd Peyron</b> with Camosy.	

Page 2

## Proposal Form CM – IL

	847)-395-6800 <u>Fax:</u> (847)-395-6891 <u>Email:</u> 1	FoddPeyron@camosy.co	m
· ·	l be assumed as add alternates, if not noted o	otherwise. Unit prices lef	t blank
will be considered	d no change to the base bid.		
Unit Price #U-1:			
Cost per hour for	every trade you employ.		
	Trade #1: Name of Trade:	and \$	/ HR
	Trade #2: Name of Trade:	and \$	/ HR
	Trade #3: Name of Trade:	and \$	/ HR
Voluntary Unit P	rice #U-2:	¢	,
COST PC1	And the same of th	Y	/
Voluntary Unit P Cost per	rice #U-3:	\$	/
E. Qualification	s, statements or exclusions:		
			***************************************
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## Proposal Form CM – IL

F. Company EMR Rat Please use the lines be		es EMR rating for each of the past five (5)
years.	,	
	2020 EMR I	Rating:
	2021 EMR I	Rating:
	2022 EMR I	Rating:
	2023 EMR I	Rating:
	2024 EMR I	Rating:
Bidder:(Legal Company Nai	me as entered on contract)	(Owner/Officer Signature)
, ,	,	(1, 1)
4)	Address)	(Name and Title)
(Addr	ess Continued)	(Date)
	(Phone)	(Email Address)
	(Fax)	

# **END BID FORM**

# Hoffman Estates Fire Station #22 2190 W Higgins RD. Hoffman Estates, Illinois, 60169

# Instruction to Bidders – IL Project

**Construction Manager:** 

**Architect:** 

**Camosy Construction** 

**FGM Architects** 

Phone: (847) 395-6800

Phone: 630-574-8300

Fax: (847) 395-6891

Fax: 630-574-8300

**Project Manager:** Todd Peyron

**Contact: Jennifer Villena** 

Estimator: Todd Peyron

**BIDDING TRADES** Note: All bidding documents are dated 9/4/2025

Bid Packages No. - 2.10 due on 9/24/2025 @ 11:00 A.M.

B.P. 2.10 - Site Demolition / Building Demolition / Asbestos Abatement / Onsite Concrete Crushing / Asphalt Milling & Grinding

Bid Packages No. -2.10 are to be signed and received by the Construction Manager, Camosy Construction, for the Owner at the Village of Hoffman Estates Village Hall, 1900 Hassell Road, Hoffman Estates on 9/24/2025 at 11:00 A.M.

Please use the Bid Form Provided by Camosy and acknowledge any and all addendums and/or clarifications.

#### 1. BIDDING PROCEDURES

- A. All Bid Package Subcontractors shall deliver **proposals in a sealed envelope** on the bid form provided by Camosy. Emailed or faxed bids will not be accepted. The bid proposals will be opened and read publicly starting at 11:00AM on the due date.
- B. Bids shall be submitted in duplicate.
- C. There will be no inquires on bids for a week after the bid date.
- D. Telephone bids or modifications will **NOT** be accepted.
- E. Late bids will **NOT** be accepted.
- F. All bids shall be held "open" for a period of no less than 60 (sixty) calendar days.

Page 1

- G. All Bid Package Subcontractors must submit a Base Bid cost before any alternate (required or voluntary) bids will be reviewed for acceptance. Except for required alternates that state "No base bid required for acceptance of this alternate" on the Bid Form provided by Camosy.
- H. Bidding documents including Drawings, Specifications and Instructions to Bidders will be contractually binding for this project and are considered mutually inclusive.

#### 2. PREBID CONFERENCE

A. A pre-bid conference will be held on 9/16/2025 at 10:00 A.M.

#### 3. **BID SECURITY— (ALL BID PACKAGES)**

A. A Bid Security or Bid Bond is required valued at 10% of the respective bid package proposal. Bids without a form of Bid Security is deemed incomplete it will be rejected and there will be no opportunity for resubmission.

#### 4. <u>CONTRACT AGREEMENT – (ALL BID PACKAGES)</u>

- A. The American Institute of Architects "AIA Document A201 2007 *General Conditions of the Contract for Construction, Construction Manager as Constructor Edition,* is hereby made a part of the Contract Documents.
- B. Attached is the Supplementary Conditions to The American Institute of Architects "AIA Document A201 2007 *General Conditions of the Contract for Construction, Construction Manager as Constructor Edition, which* is hereby made a part of the Contract Documents.
- C. Please review the minimum insurance requirements included within Instructions to Bidders Manual with the sample contracts.

### 5. <u>LABOR RATES – (ALL BID PACKAGES)</u>

A. The Construction Manager Camosy Construction is signatory to the following labor unions; United Brotherhood of Carpenters & Joiners, International Union of Bricklayers & Allied Craft workers, Operative Plasterer's & Cement Mason's International Association and Laborers International Union of America. This means the Construction Manager can't sign a contract with a subcontractor that is performing labor on this construction project that any of these unions listed above claim as under their scope of labor. This is in addition to prevailing wage rate, accompanied by registered certified payrolls according to the Department of Workforce Developments standards.

#### 6. PROJECT SCHEDULE- (ALL BID PACKAGES)

- A. All work shall progress as scheduled by the Construction Manager. All contractors are to perform under the guidelines of phasing and scheduling.
- B. All Bid Package Contractors are to complete their projects in accordance with the overall project master schedule.
- C. The proposed preliminary project schedules have been included for bidding purposes. If the projects start date is delayed for any reason. The project completion date and milestone dates for the building additions and renovations will not be extended. If winter protection is required to meet the proposed schedule it must be included in the base bid proposal.

#### 7. WARRANTY- (ALL BID PACKAGES)

A. The owner has required that this project have a minimum **two (2) year warranty or as specified in construction specification** whichever is greater. This includes all labor and materials used in the completed project. Warranties will begin on the date of substantial completion. The Construction Manager, Camosy Construction, and all of their subcontractors and material suppliers will be held to these warranty standards. This includes all labor and materials used in the completed project.

#### 8. PLAN REPRODUCTION AFTER SUBCONTRACT AWARD – (ALL BID PACKAGES)

- A. Subcontractors will be responsible for purchasing or reproducing the document themselves and this amount should be included in their base bid proposal cost.
- B. Successful bidders and suppliers are responsible for printing of plans and specifications for construction. No hard copy sets will be provided.
- C. The Architect and Engineers may provide CAD drawings and backgrounds with a signed waiver provided by the Architect or Engineers. It is the subcontractor's responsibility to verify the requirements of the Architect or Engineers for receiving the CAD drawings if available at all. This includes all paperwork and fees that are required.

## 9. PERFORMANCE BOND AND PAYMENT BOND – (ALL BID PACKAGES)

- A. A Performance Bond will be required for any Bid Package valued at \$750,000 or greater. Each Bid Package contractor shall identify the value of the P&P Bond that is included in their Base Bid in the space provided on the Bid Form.
- B. If the Construction Manager or Owner requests a 100% Performance and Payment Bond of any Contractor prior to award, the cost of the bond shall be added to the awarded subcontract amount. All bidders shall provide a fixed price <u>"ADD"</u> for the bond premium, based on the base bid amount.

- C. Bond Requirements: Contractors shall provide 100% Performance/Payment Bonds covering the faithful performance of the Contract and payment of all obligations arising there under for contracts of \$ 10,000 or more. Bonds may be secured through the Bidder's usual sources.
  - I. If furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the finishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
  - II. The surety on such bond shall be a duly authorized Surety Company satisfactory to the Owner.
- D. Time of Delivery and Form of Bonds: The Bidder shall deliver the required bonds to the Construction Manager along with the executed Contract. If the Work is to be commenced prior thereto in response to a Notice To Proceed, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Construction Manager that such bonds will be finished and delivered.
  - I. Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance / Payment Bond.
  - II. Both hands shall be written in the amount of the Contract Sum.
  - III. The bonds shall be dated on or after the date of the Contract.
  - IV. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

#### 10. PREPARATION AND SUBMISSION OF BIDS- (ALL BID PACKAGES)

- A. Before submitting a proposal, each bidder shall examine carefully all documents, including <u>all</u> "Instructions to Bidders", pertaining to the work <u>and visit the site</u> to verify conditions under which work will be performed.
- B. Before submitting a proposal, each bidder shall examine carefully all civil and site documents to verify conditions under which materials will be delivered and stored on the site.
- C. In preparing your proposal, please take into consideration obtaining any and all permits for traveling on State and Local roadways that may have weight restrictions. The Owner or Construction manager will <u>NOT</u> be accountable for any fines, fees, or

- lost time due to failure to obtain a permit to haul materials or equipment to and from the jobsite.
- D. Submission of a bid will be considered presumptive evidence that the bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local codes.
- E. Each Bidder shall include all costs of labor, material, equipment, fees, licenses, guarantees, cost escalation, applicable taxes, city or highway bonds, insurance, and contingencies, with overhead and profit necessary to complete all contract work without further cost to the Owner. Each awarded subcontractor shall assist the Owner and Construction Manager in obtaining all necessary permits. Each Subcontractor shall take responsibility for all necessary inflation, wage increases etc.... as it relates to their work, and the same shall be deemed to be included (in the bid). No additional compensation shall be provided for inflation, wage increases etc.... during the length of the project.
- F. The Construction Manager will pay direct to the local jurisdiction the Building Permit Fees. All other trade related local jurisdiction permits, fees and licenses will be paid by each respective trade.
- G. All bids shall be based on the bidding documents and Instructions to Bidders, with the specified products. Any bidder may provide an option for a particular item or service by submitting a separate Substitution Sheet with the bid.
- H. No additional charges or compensation will be allowed by reason of any difficulties or conditions, which the bidder could have reasonably discovered prior to bidding. If you are in doubt about any of the information provided; send a detailed fax or email to Candy Crawford at (847) 395-6891 or <a href="mailto:candycrawford@camosy.com">candycrawford@camosy.com</a> a minimum of four (4) days prior to the bid date, referencing the page or drawing and your concern(s).
- I. By submitting a bid the subcontractor agrees that no part of their bid work shall be subcontracted without the prior written approval of the Construction Manager.
- J. The subcontractor, by submitting a bid, does hereby certify that [he, she, it] shall provide a drug-free workplace for all their employees engaged in the performance of work under this subcontract and, does further certify, that [he, she, it] is not ineligible for award of this subcontract by reason of debarment for a violation of the Drug-Free Workplace Act.

- K. The Construction Manager will contract with a Materials Testing Contractor directly for material testing and any re-testing costs will be borne by each Bid Package Contractor that requires the services.
- L. All Bid Package Contractors will be responsible for disconnection, removal, delivering and unloading of owner salvaged equipment related to their scope of work as noted on the plans. The owner will be responsible for disconnection and removal of all salvaged equipment in the areas of existing buildings that are called to be completely demolished.
- M. Contractor can submit a multiple bid package combination bid at the proposed bid time of 9/24/2025 at 11:00 A.M.. Submit this multiple bid package combination bid on the Bid Package bid forms provided. Add the additional bid packages in the description line on the first page and complete the bid form as required. All multiple bid package combination bid forms, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, Multiple Bid Package Combination Bid Form stated on the address label.
- N. Bidders are encouraged to provide Voluntary Alternates for cost savings. These alternates can be written on the Bid Forms provided in the Voluntary Alternates section. Please provide additional documentation for these alternates for review by the Construction Manager, Owner and Architect. Voluntary alternates can include the following items listed but not limited to: material substitutions, equipment substitution manufacture substitution and etc.

## 11. BASIS OF AWARD- (ALL BID PACKAGES)

- A. The project will be awarded to the lowest responsible bidder as deemed by the decision of the Owner and Construction Manager.
- B. It is the intention of the Construction Manager in evaluating proposals/bids as part of Request for Proposal/Request for Bid process to act in the best interests of the Owner. Factors to be considered in evaluating proposals/bids included, but are not limited to the following; cost, warranty, solvency/stability of bidding/proposing entity.
- C. After tabulating all bids that are submitted in conformance with the documents, award of a subcontract or material purchase may be made to the lowest comprehensive, responsible bidder, as determined by the Construction Manager, Architect and Owner, within 60 (sixty) calendar days after the bid opening date.
- D. Notwithstanding the foregoing, the Owner, Construction Manager and Architect reserve the right to reject any or all bids, waive informalities or technicalities in any bid, and accept any bid it deems to be in the best interest of the project.

- E. The Construction Manager will consider such factors as the subcontractor's and/or supplier's exclusions, manufacturing and fabrication facility, experience, bid price, completeness, accuracy of bid and ability to complete the work in a timely fashion in determining an award and may interview a bidder prior to any potential award.
- F. Prior to award, the Construction Manager will request the bidder provide a letter from all labor trade union pension and welfare funds that the bidder is signatory to stating that they are current with contributions. These letters will be sent directly from the pension and welfare funds to the Construction Manager. The failure of a bidder to provide these letters will be cause for a non-award to such bidder. If a letter states that the bidder is not current in their pension and welfare funds contributions this will be cause for a non-award to such bidder.
- G. Under no circumstances will the Construction Manager award any work to any subcontractor or material supplier who submitted a bid that appears to contain an incomplete or incorrect scope of work, or is deemed non-responsible or non-conforming, or possesses insufficient past experience in relationship to the proposed work.
- H. All costs of bid preparation, site visits etc.... shall be at the Bidder's expense.
- I. The lowest responsible bidder for any bid package will not be calculated utilizing Voluntary Alternates provided at the time of bidding. The lowest responsible bidder will be determined only after review and acceptance of the voluntary alternate by the Owner, Construction manager and Architect.
- J. Subcontractors that submit a proposal should be prepared to participate in a scope review interview and/or provide supporting qualification documents and references as outlined below.

#### 12. Post Qualification Procedure:

- A. Included in the Instructions to Bidders is the Contractor Post Qualification Statement. This forms completion is a requirement of the (1), (2) or (3) low bidders. Camosy Construction will contact these contractors & request they be returned via email completed within 24 hours from notice to do so from Camosy Construction.
- B. Subcontractor and supplier listings must be submitted via email completed within 48 hours from the bid date and time to Camosy Construction for review.
- C. Camosy Construction will gather this information from all bidders & distribute to Owner & Architect for review.

- D. Camosy Construction will check references & evaluate information submitted.
- E. Camosy Construction will setup & conduct interviews (location to be determined), for all Trades in sequence of schedule importance.
- F. Camosy Construction will provide a written evaluation report to the Owner recommending or not recommending the Contractor for award.

#### 13. EXECUTION OF SUBCONTRACTS - (ALL BID PACKAGES) (sample enclosed)

- A. An awarded material and labor subcontractor shall receive and execute, <u>without modification</u>, a Camosy Construction CM Subcontract. <u>Review this form prior to bidding.</u>
- B. An awarded material supply only subcontractor shall receive and execute, <u>without</u> <u>modification</u>, a Camosy Construction CM Material Subcontract, if the award amount exceeds \$25,000.00. Review this form <u>prior</u> to bidding.
- C. An awarded material supply only vendor with an award amount of less than \$25,000.00 shall receive and execute, <u>without modification</u>, a Camosy Construction Purchase Order. Review this form prior to bidding.
- D. The failure of any subcontractor to enter into a subcontract or purchase order agreement within ten (10) calendar days of receipt shall be considered a default and the Construction Manager may award to the next responsible bidder or solicit other bids to perform stated work at the Construction Manager and Owner's option.

## 14. INSURANCE- (ALL BID PACKAGES)

- A. The subcontractor shall not commence work on this project until it has provided the Construction Manager with proof that the subcontractor has obtained, at its own expense, all insurance required, per the bidding document (Minimum Insurance Requirement).
- B. The subcontractor shall name the Owner Village of Hoffman Estates, The Architect FGM Architects and the Construction Manager Camosy Construction as additional insured parties on all polices.

## 15. AFFIRMATIVE ACTION— (ALL BID PACKAGES)

A. Camosy Construction is an equal opportunity affirmative action employer. The awarded subcontractor agrees to complete all forms and certificates and comply with Camosy Construction's Affirmative Action Plan dated April 23, 2004. (Sample forms enclosed.)

#### 16. SUPERVISION & SITE COMMUNICATION – (ALL BID PACKAGES)

- A. The awarded subcontractor shall provide a competent and experienced Supervisor to manage the work of their subcontract and to coordinate their work with the Construction Manager and all other subcontractors as necessary.
- B. The Subcontractor shall not change their supervision during the progress of their work without the written consent of the Construction Manager.
- C. All contractors will be required to provide a cell phone to their onsite project supervisor for all project communication. There will be no hard line phone for their use at the project site.

#### 17. SELF-PERFORMING WORK – (ALL BID PACKAGES)

- A. This subcontractor will include the self-performing of all on-site labor in their bid package or will list the subcontractor on the subcontractor listing page to be submitting after the bid.
- B. This subcontractor can also be a material supplier that will be subcontracting all onsite labor in their bid package to an erector. List the subcontractor (erector) on the subcontractor listing page to be submitting after the bid.

#### 18. SNOWPLOWING - (ALL BID PACKAGES)

- A. This subcontractor will include all snow plowing and snow handling needed to access all of their materials and storage containers stored on site. (IF ANY)
  - **NOTE:** This is only applicable to Bid Package Subcontractors who will be working during the winter months. **PLEASE** contact the Construction Manager if you have any questions about this.

## 19. PERMITS AND INSPECTIONS – (ALL BID PACKAGES)

- A. The Owner through the Construction Manager, shall secure, obtain and pay for building permits.
- B. This subcontractor will be required to secure, obtain and pay for all other permits, licenses, certificates, other fees both permanent and temporary, and inspections by government agencies necessary for proper execution and completion of this trade work complete as shown and specified. This includes all items that are necessary to be secured after the execution of the Contract and legally required at the time bids are received. This includes coordinating all inspections with local authorities.
- C. All other trade related local jurisdiction permits, fees and licenses will be paid by each respective trade.

#### 20. SAFETY- (ALL BID PACKAGES)

- A. The Subcontractor, its agents, employees, material men, and sub-subcontractors will perform all work on the project in a safe and responsible manner. In particular, Subcontractor shall, at its own expense, conform to the safety policies and regulations established by the Construction Manager and shall comply with all specific safety requirements promulgated by any government authority, including without limitation the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts. Sub-Contractor shall comply with said requirements, standards, and regulations, and require and be directly responsible for compliance therewith on the part of its said agents, employees, material men, and sub-subcontractors; and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines, or penalties which may be incurred by reason of its failure on the part of its agents, employees, material men, or sub-subcontractors to so comply. Should any employee of the Subcontractor on the jobsite be found in violation of any OSHA or Safety Rule (such as failure to wear a hard hat) the Construction Manager shall have the right, but not the duty, to remove said employee from the jobsite.
- B. All products provided by all subcontractors and material suppliers for the work of this project shall contain **NO ASBESTOS, LEAD PAINT, OR OTHER HAZARDOUS**MATERIALS.
  - C. Prior to work commencing onsite, all contractors and their employees must review the Camosy Safety Plan and complete a digital acknowledgement indicating the review was performed. Once completed, each employee will receive a sticker to be displayed when on the site indicating the completion of the review.

## 21. HOISTING AND EQUIPMENT- (ALL BID PACKAGES)

A. Whenever the erection or installation of equipment and material is a part of the contract agreement, the subcontractor, shall secure, pay for, and be fully responsible for all hoists, cranes, scaffolds, ladders, barricades and other such equipment as required to unload, store, install, and perform their work. All such equipment shall have been safety tested and approved for said use prior to its arrival at the jobsite and at other intervals as may be required by any responsible governing or OSHA authority. And the subcontractor shall be solely responsible for providing all such necessary items complete and all-inclusive and shall include all associated costs in their bid.

## 22. PROGRESS MEETINGS- (ALL BID PACKAGES)

A. Each subcontractor shall attend all regularly scheduled progress and safety meetings starting at a minimum of two (2) weeks prior to their actual work occurring and all

future meetings while their work is ongoing at the jobsite, or as required by the Construction Manager.

#### Camosy Meeting Requirements

- I. Attending all typical project meetings. Typical project meetings include preconstruction, weekly construction, progress, schedule update, coordination, change order negotiation, request for equitable adjustment (REA), resolution, notice of non-compliance (NNC), job memorandum (JM) resolution, partnering and construction staff meetings.
- II. These meetings will be held on a regular basis to provide a platform for the parties involved in the delivery of this project to come together and discuss any items, issues, procedures, etc. that need to be addressed to complete the project as required by contract.

#### Meeting Responsibilities

- I. <u>Camosy Project Manager (PM):</u> The PM, or designee, is responsible for coordinating meetings, notification, meeting minutes preparation & distribution and following up on issues that may require action by various participants in the meeting.
- II. <u>Contractor and/or Subcontractor:</u> An officer of the (Sub)Contractor shall designate, in writing, to Camosy's PM, which individual will represent that (Sub)Contractor as their PM. The (Sub)Contractor's PM must have the authorization to make decisions regarding the scope of work that is under contract. The (Sub)Contractor's PM is responsible for attending all meetings (SEE ABOVE) and understanding that the attendance of the PM in those meetings is a contract requirement and may not designate a field supervisor or any other non-authorized individual to attend those meetings for them. The (Sub)Contractor's schedule of values shall include a line item for the cost of their PM which will be evaluated each month as part of the payment application review. It the (Sub)Contractor's PM does not attend those meetings, then the PM budget will be adjusted accordingly ad the amount(s) credited back to the Owner in the form of a unilateral change order.

## 23. CLEANING- (ALL BID PACKAGES)

A. Whenever the erection or installation of equipment and material is a part of the subcontract, the subcontractor shall provide sufficient labor and tools as necessary to clean up their own debris on a daily basis. Disposal containers shall be furnished by the Construction Manager, at the ground floor on the exterior, at no cost to the subcontractor for all trades use unless noted in subcontractors bid package. Any subcontractor who fails to provide cleanup of his/her debris shall be subject to a construction clean up deduction cost on a monthly basis.

#### 24. PAYMENT- (ALL BID PACKAGES)

- A. All subcontractors shall invoice the Construction Manager on a monthly basis (fixed date will be determined) utilizing the AIA Document G702 form with an attached G703 Detail Continuation Sheet and a fully completed waiver of lien for the <u>prior</u> month's draw including subcontractors and material suppliers. These pay requests will be reviewed by the Construction manager for recommendation of payment.
- B. All Payments are pending approval of Certified Payrolls (on projects that require it) provided by the subcontractor. No payments will be released without proper evidence of a Certified Payroll.
- C. In making progress payments, the Owner will, via the Construction Manager and with the approval of the Architect, pay 90% of the total earned until the project is at "final completion", at which time the payment will be increased to 100% of the amount earned. Prior to final payment the contractor shall furnish all required warranties, guarantees, as-built drawings, etc. required by the specifications.

#### 25. CHANGE ORDERS TO THE PROJECT- (ALL BID PACKAGES)

A. Overhead and Profit mark up on changes to the contract shall not exceed 5% for subcontracted work and 10% for self-performed work.

#### 26. LAYOUT- (ALL BID PACKAGES)

A. Each subcontractor shall, at their own cost, extend and maintain all layout, line and grade, as required to perform their work.

## 27. **JOBSITE CONDUCT- (ALL BID PACKAGES)**

- A. There will be jobsite conditions that all subcontractors and tradesman will have to follow while working on this jobsite. Some of these conditions may be; jobsite sign in & out, restricted access to the existing building, no music, no smoking & no foul language. These conditions will be discussed at the preconstruction meeting.
- B. All subcontractors shall comply with all regulations established by the Owner and Construction Manager regarding safety, traffic, access, parking, staging, and security. The Construction Manager reserves the right to remove, or have removed, any individual or company which fails to comply with these rules or causes interference to the construction operations.
- C. No signs (other than safety signage), advertisements, bills, or other announcements shall be placed, located, or posted without the express written permission of the Owner <u>and</u> Construction Manager.

#### 28. SHOP DRAWINGS- (ALL BID PACKAGES)

- A. The Subcontractor shall review all aspects of the shop drawings (materials, coordination, dimensions, etc....) prior to submission. Please review Bid Packages for the time frame in which shop drawings and submittals are due to the Construction Manager after the date of contract award.
- B. The preferred method of submitting shop drawings is in electronic format. The Construction Manager and Architect will provide FTP site (Newforma) for subcontractors to upload and download shop drawings and documents.

#### 29. **CONTRACT CLOSEOUT- (ALL BID PACKAGES)**

- A. Each subcontractor shall furnish all specified Operating and Maintenance manuals, spare parts and "attic stock' and conduct training of Owner's personnel prior to substantial completion of the project.
- B. Each subcontractor shall furnish at project close out a complete set of "As Built" drawings to the Construction manager as stated in CONTRACT CLOSEOUT or as required by the Construction manager.
- C. Each subcontractor shall furnish all close out documents electronically on CD's or flash drives. These documents include; All Approved Submittals with Approval stamps; all specified Operating and Maintenance manuals, All As-Built drawings, All test Reports, and all warranties and Guarantees. This subcontractor shall provide construction documentation in electronic documentation format as specified in the General Requirements.
- D. Each subcontractor shall submit a list of the training to be performed and the amount of time that will be needed for training for each item on said list. After receipt, the Construction Manager will assist the Owner in scheduling a training session. Two copies of a corresponding transmittal will need to be provided by the individual(s) providing the training. Both transmittals must be executed by the individual(s) that were trained. One copy will be retained by the trainee and one copy by the trainer. A copy of this transmittal must be included in close-out documents.
- E. Each subcontractor shall submit a separate transmittal for the required attic stock. It also needs to be signed by both parties and included in close-out documents. The location as to where the attic stock is to be placed shall be by the direction of the Construction Manager.

### 30. **QUESTIONS AND INFORMATION- (ALL BID PACKAGES)**

A. All questions regarding the bidding process and the drawings & specifications shall be directed in writing via fax (847) 395-6891 or emailed to Candy Crawford at Camosy Construction using the information below.

candycrawford@camosy.com

**END OF FORM** 

## Bid Package – NO. 2.10 SCOPE OF WORK

# Site Demolition / Building Demolition / Asbestos Abatement / Onsite Concrete Crushing / Asphalt Milling & Grinding

#### **INCLUDED SPECIFICATION SECTIONS:**

- Division 00 Procurement & Contracting Requirements, Division 01 General Requirements, Specification sections: See Plans
- EARTH MOVING & see Drawings.
- Existing Building Drawings (For Reference Only)

#### THIS WORK INCLUDES, but is not limited to:

- 1. Furnishing and installing all temporary barricades needed to perform this work.
- 2. Providing all services necessary to complete the abatement of hazardous materials prior to demolition commencing.
- 3. Providing all coordination, required permits, fees, and licenses required by local and state governing authorities to abate hazardous materials.
- 4. Removing all Asbestos Containing Material (ACM) in accordance with IEPA, all governing authorities, and all Federal, State, & Local rules & regulations.
- 5. Hauling off and disposing of all abated materials in accordance with EPA regulations.
- 6. Providing any and all third party air clearance records, EPA notification documents, and all close-out records.
- 7. Including all standard proposal language and exclusions for abating all hazardous material with your bid submission.
- 8. Reviewing and acknowledging the attached Asbestos survey.
- 9. Clearing & Grubbing of all plants, trees, vertical & ground vegetation on the site.
- 10. Complete Site Demolition of all exterior concrete curbs, sidewalks, plazas, retaining walls, equipment pads, sign bases & footings scheduled for crushing onsite. Remove & Dispose of all site appurtenances scheduled for demolition.

- 11. Complete Building Demolition including all components that make up the entirety of the building. All concrete footings, walls, slabs, pads, bases, toppings or any concrete structure is to be removed & stockpiled in the designated area for crushing.
- 12. All building materials that are not concrete are to be removed from the site & disposed of in a proper & legally documented landfill or salvaged.
- 13. The basement area in Building #2 is to be filled with recycled material in lifts & compacted. Testing agency must be present.
- 14. Removing all mechanical, electrical, and plumbing fixture conduit, piping and wiring after it has been properly disconnected and capped by the mechanical, electrical or plumbing subcontractor included within the allowances. This Bid Package subcontractor retains all value for recycled materials.
- 15. Removing unused electrical distribution and transformers after they have been made safe by the electrical subcontractor.
- 16. Crushing demolished materials (concrete footings, slab on grade, foundations, structural concrete & masonry units) to create aggregate to be reused per the specifications.
- 17. Any existing stone backfill or under slab fill is to be gathered & stockpiled in the designated area.
- 18. All excess material, spoil material and excess topsoil shall be salvaged and placed in designated area on site.
- 19. Removing any and all equipment, furniture, furnishings, piping, ductwork, wire, finishes, etc. remaining in building.
- 20. Providing all dust control during all demolition and crushing operations to eliminate airborne contamination from inhabiting the surrounding community members.
- 21. All structural steel and salvaged concrete reinforcing to be removed from site and recycled. This Bid Package subcontractor retains all value for recycled materials.

- 22. Providing all flagmen and/or barricades required to maintain a safe job site.
- 23. Providing daily cleanup for all debris generated from this bid package subcontractors work.
- 24. All layouts shall be conducted with Construction Manager Representative Onsite prior to demolition.
- 25. All Asphalt scheduled for removal to be part of a this bid package. All asphalt paving shall be milled and crushed on site for reuse.
- 26. Providing daily cleanup for all debris generated from this bid package subcontractors work.
- 27. Assuming a crew to be mobilized upon reward.
- 28. Including the total number of workdays required to complete this bid package scope of work. Unforeseen delays that may cause additional mobilizations are not the fault of the Owner or Construction Manager and additional costs may not be sought.
- 29. Including all hourly manpower rates include the cost of protective clothing, tools, supervision, transportation, and any other costs.
- 30. Including all hourly equipment rates include the cost of operator, supervision, maintenance, fuel, overhead and profit, insurance, and any other costs.
- 31. Provide all material, labor & equipment necessary to install, maintain & remove offsite the tracking mat for the construction entrance. This is required to be part of the initial work of this contract.

#### **MISCELLANEOUS REQUIREMENTS:**

A. All work by this Bid package Contractor shall be performed within OSHA regulations. This includes using all OSHA approved fall protection along with any

and all necessary related safety equipment required to perform this work is to be provided by this Bid Package Contractor.

B. All storage for materials kept on site must be coordinated with the Construction Manager.

C. All the equipment necessary to perform the work included in this Bid package is the responsibility of this Bid Package Contractor. This includes all unloading & staging components.

D. All work and equipment used by this Bid Package Contractor shall be confined to the construction area limits AT ALL TIMES.

E. This Bid package Contractor shall have and maintain all necessary bracing, tools, ladders, scaffolding, lifts, cranes, hoists and incidental equipment as needed to perform this work.

F. This Bid package Contractor shall visit and observe the condition of the site and general areas for staging and equipment prior to submitting his bid. No additional compensation shall be considered for the failure to review the site conditions and/or limitations.

G. All mobilization and demobilization related costs are to be included without the consideration of additional compensation.

H. Provide any and all protection over/around any finished materials as required to complete the scope of work detailed in this Bid Package.

#### **TECHNICAL SPECIFICATIONS:**

A. Camosy Construction's Instructions to Bidders.

B. FGM Architects Inc. Project Manual and Drawings.

C. Any written Addenda or written Clarifications issued prior to Bidding.

#### **SCHEDULE:**

A. All work detailed in this Bid package shall progress as scheduled by the

Construction Manager. See Attached Schedule.

B. All shop drawings and product data are to be submitted in electronic format to the

Construction Manager within ten (10) days of the contract award. This process

will be done using Procore. For information on how to use Procore please refer to

the Procore Project Management & Coordination Guide that was sent along with

the rest of the bidding documents.

#### THIS WORK DOES NOT INCLUDE:

A. COMED Power disconnection & Transformer Deenergizing.

B. NICOR Gas Disconnection & Capping

C. Temporary Fencing & Gates

D. Silt Fence & Erosion Control

E. Testing Lab

**END OF BID PACKAGE - NO. 2.10** 

Date:

Name: John Smith Phone: (000) 000-0001 Fax: (000) 000-002



#### Subcontract Form CM

THIS SUBCONTRACT AGREEMENT made by and between:

CAMOSY INCORPORATED 43451 N. US Highway 41 Zion, IL 60099-9455

a Corporation, hereinafter called "the Construction Manager," and

1234 Construction Company 1234 Construction Lane Nowhere, ZZ 12345

hereinafter called "the Subcontractor," WITNESSETH:

#### ARTICLE A:

The SUBCONTRACTOR, in consideration of the covenants and agreements herein contained on the part of the Construction Manager, agrees as follows:

1A. To furnish all material and perform all labor, including labor in its shop or plant, for the:

ABC Laboratories ABC Laboratories Lane Nowhere, ZZ 12345

project, in accordance with the general contract between the Owner and the Construction Manager, and in accordance with the drawings and specifications prepared by:

hereinafter called "the Architect," as it pertains to the Subcontractor, to-wit:

Furnish and install as requested to do so, the

1234-001 Effective Date: Subcontractor Initials
1234 Construction Company

- **2A. TIME OF COMMENCEMENT** To commence said work immediately upon notice of the Construction Manager and to proceed in accordance with the progress schedule of the Construction Manager.
- **3A. GENERAL RESPONSIBILITIES OF THE SUBCONTRACTOR** To furnish its best skill and judgment in the performance of the Subcontract Work and to cooperate with the Construction Manager so that the Construction Manager may fulfill its obligations to the Owner. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work. The Subcontractor shall provide the Construction Manager a list of its proposed subcontractors and suppliers, and be responsible for taking field dimensions, providing tests, obtaining required permits related to the Subcontract Work, providing of affidavits, ordering of materials and all other actions as required to meet the Progress Schedule. The terms "Subcontractor" and "Subcontract" shall be interchangeable with "Trade Contractor" and "Trade Contract."
- **4A. LABOR RELATIONS** To avoid all disputes with labor organizations and to employ only such personnel as are approved by labor organizations with which the Construction Manager may be affiliated or which may otherwise be applicable to the work being performed pursuant to this agreement.
- **5A. SUBCONTRACTOR'S SCHEDULE** To notify the Construction Manager of its performance schedule pursuant to paragraph 4D, and of its presence at the project site.
- **6A. PROGRESS MEETINGS** To attend all progress meetings for this project, and agrees to require by its subcontracts attendance by representatives of his sub subcontractors at progress meetings. Representatives attending such meetings shall be fully authorized to decide any matter related to the project on behalf of the Subcontractor and an unexcused failure to attend may be deemed by the Construction Manager to be an act of default.
- **7A.** WORK OF OTHER SUBCONTRACTORS Should the proper, workmanlike and accurate performance of any work under this subcontract depend in any way on the proper, workmanlike or accurate performance of any work by another Subcontractor, to use all means necessary to discover any defects in such Subcontractor's work, and to report the same, in writing, to the Construction Manager before proceeding with the work which is so dependent, and to allow said other Subcontractor to remedy such defects within a time deemed reasonable by the Construction Manager.
- **8A. DOCUMENTATION AND REPORTS** To timely submit any information, documentation or reports required by the Construction Manager for preparation of construction schedules including those indicating time required for preparation of shop drawings, fabrication, installation and/or performance. Subcontractor further agrees to timely submit any documentation and reports required under this Subcontract including the Affidavit attached to this Subcontract. A failure to comply with any portion of this provision shall constitute a default of performance.
- **9A.** TESTS AND INSPECTIONS To schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals and inspections. Unless otherwise agreed to, all tests, inspections, and approvals shall be conducted by an independent testing laboratory or entity approved by the Construction Manager and Owner. Required certificates of testing, approval or inspection shall, unless otherwise provided in this Subcontract Agreement, be secured by the Subcontractor and promptly delivered to the Construction Manager. All material and components shall be genuine and procured from authorized sources. Upon request, Subcontractor shall provide Construction Manager with written certifications of genuineness and written proof of procurement from authorized sources.
- 10A. EQUAL EMPLOYMENT OPPORTUNITY To comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and all relevant federal, state

and local laws and regulations regarding employment. This includes, but is not limited to, all other EEO requirements and all employment-related laws, regulations and orders. Subcontractor also agrees to furnish all information and reports required by the aforesaid laws, regulations, and orders in the timely manner set forth in the general contract and/or specification.

11A. INSURANCE Before entering on the performance of this Subcontract, to familiarize itself with the insurance requirements contained in the general contract between the Owner and the Construction Manager, including the General Conditions of Construction, which shall be binding on the Subcontractor and its Subcontractors. The Subcontractor shall procure, at its own expense, Workmen's Compensation insurance with a reliable insurance company satisfactory to the Construction Manager, covering full statutory liability for injuries sustained by any of the Subcontractor's employees under the Workers Compensation Act of the state in which the work is to be performed, and shall maintain such compensation insurance in full force and effect at all times while this Subcontract shall remain in force and not fully performed on its part.

Public liability insurance shall be carried with companies and coverages satisfactory to the Construction Manager, and shall include Automobile Liability (including all owned, non-owned, and hired vehicles); Comprehensive General Liability, including but not limited to Operations Liability, Products and Completed Operations Liability, Contractual Liability (to insure indemnification of the Construction Manager in paragraph 12A, hereof), Broad Form Property Damage including Completed Operations, X. C. & U. Hazards where applicable, and any other coverages that may be required for the protection of the work to be performed. The insurance written to insure the Subcontractor shall name the Construction Manager, Owner, Architect and others as may be required by the general conditions, as Additional Insureds on a primary and non-contributory basis. The Subcontractor's "WORK" shall be specifically covered on the additional insured endorsement attached to the policy currently in force. A copy of the endorsement shall accompany the certificate of insurance issued. Acceptable forms are the CG 20 37 (10/01) used in combination with the CG

Acceptable forms are the CG 20 37 (10/01) used in combination with TeCG 20 10 (10/01), the CG 20 37 (07/04) used in combination with CG 20 10 (07/04) or Blanket Additional Insured endorsement specifically covering the Subcontractor's "WORK," "ongoing operations," and "completed operations" - on a primary and non-contributory basis. Any other additional insured endorsement shall be pre-approved prior to project commencement. Subcontractor shall maintain commercial general liability and umbrella liability for at least two years following substantial completion of the work. Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth in the general contract between the Owner and the Construction Manager, including the General Conditions of Construction, or

Workers Compensation Employer's Liability Coverage "B" Commercial General Liability

Statutory \$500,000

Bodily Injury: \$2,000,000 each occurrence
Property Damage: \$4,000,000 general aggregate-per project

Property Damage: \$4,000,000 general aggregate-per project Automobile Liability (including all owned, non-owned and hired vehicles)

Bodily injury: \$1,000,000 each person \$1,000,000 each occurrence

Property Damage: \$1,000,000

Professional Lightity \$1,000,000 r

the following minimum coverage, whichever is greater:

Professional Liability \$1,000,000 per claim \$2,000,000 aggregate

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

Umbrella Liability with a limit of \$5,000,000 shall also be maintained by the Subcontractor providing the same coverages and with the same Additional Insureds as the basic policy, on a primary and non-contributory basis, and with limits satisfactory to meet the minimum required limits under this Subcontract Agreement or the contract between the Owner and the Contractor, whichever is greater.

Subcontractor may satisfy coverage limits for commercial general liability, automobile liability, and employer's liability coverage "B" through any combination of primary, umbrella, or excess insurance.

Scope of Insurance and Special Hazards: Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against any special hazards that are included in this Subcontract's scope of work, including but not limited to pollution, asbestos, demolition, underpinning, and EIFS. Coverage shall be in the amounts specified above.

Subcontractor furnishing labor and material, labor only or material only agrees to furnish the Construction Manager with certificates of insurance on the Construction Manager's form evidencing the above-required coverages before going on the project site. Subcontractor or his insurance carrier shall give Construction Manager thirty (30) days prior written notice of any proposed change in the provisions of the above-described policies before the expiration date set forth in the certificate of insurance. All coverages will be placed with insurance carriers to which the Construction Manager has no reasonable objections.

A waiver of subrogation endorsement in favor of the Construction Manager shall be included for the general liability, automobile liability, and workers' compensation coverage.

The Subcontractor shall require their subcontractors, and subsubcontractors of any tier to maintain insurance of the same kind, terms and conditions as required of the Subcontractor described above.

12A. HOLD HARMLESS To defend, indemnify and save harmless the Owner, Construction Manager, Architect and Engineer, their agents and employees, and all Additional Insureds (collectively "the Indemnitees") from any and all claims, losses, expense or damage (including costs and attorney's fees) incurred by any of Indemnitee because of bodily injury, including death at any time resulting therefrom, or on account of damage to property, including loss of use thereof, sustained by any person or persons, and arising from the operations of the Subcontractor, its agents or employees, on the project; excepting therefrom such injuries or damage to the extent resulting from the negligence of the Indemnitee seeking indemnity. The obligation of the Subcontractor under this provision shall not extend to any claim, damage, loss or expense which is attributable to the professional services of the Architect or Engineer, their agents and employees. In any and all claims against an Indemnitee by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is not the intent of the parties in this provision to provide indemnification for or hold harmless the Owner, Construction Manager, Architect, Engineer, or any Indemnitee from that person's own negligence, but Subcontractor shall be required to provide a defense if there is a claim, loss, expense, or damage alleged to be due to Subcontractor's negligence in whole or in part, until a final determination of fault is made.

Subcontractor's obligations under this paragraph 12A shall be limited to the extent necessary to comply with governing state law and to the extent such law limits Subcontractor's obligations provided herein.

Construction Manager shall be entitled to attorneys' fees and other expenses in enforcing Subcontractor's obligations under this paragraph 12A. Subcontractor's obligations under this paragraph 12A shall not be limited in any way by any immunity or limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Any such immunity or limitation is waived.

**13A. PERFORMANCE AND PAYMENT BONDS** If requested by the Construction Manager at any time, to furnish bonds on the Construction Manager's Forms covering the faithful performance of this Subcontract and the payment of all obligations arising thereunder, which may require the Subcontractor to provide bonds in excess of the price of this Subcontract. The Construction Manager shall reimburse the Subcontractor for the cost of any additional bonds which are requested by Construction Manager but are not stipulated in the bidding requirements. If a Performance or Payment Bond, or both, are required of the Subcontractor under this Subcontract, then said bonds shall be in the full amount of the Subcontract price, in a form and by a surety satisfactory to the Construction Manager.

#### 14A. SAFETY

14A.1. COMPLIANCE WITH SAFETY STANDARDS To be subject to the safety rules and regulations which are set forth in federal, state and local

standards, and to be responsible for its acts of omission or commission. To assure that its employees, agents, materialmen and sub subcontractors will perform all work on the project in a safe and responsible manner. In particular, Subcontractor shall, at its own expense, conform to the safety policies and regulations established by the Construction Manager and shall comply with all specific safety requirements promulgated by any government authority, including without limitation the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts. Subcontractor shall comply with said requirements, standards and regulations, and require and be directly responsible for compliance therewith on the part of its said agents, employees, materialmen and sub Subcontractors; and shall directly receive, respond to, defend, and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, materialmen or sub subcontractors to so comply.

14A.2. FAILURE TO COMPLY Subcontractor acknowledges that the Construction Manager reserves the right to prohibit the Subcontractor from proceeding with work in the event of a failure by the Subcontractor to comply with applicable safety rules and regulations and such a suspension in the Subcontractor's right to perform shall not be considered as an excusable delay or the basis for a performance schedule extension. Interpretations by Construction Manager's Safety Representative regarding applicable safety rules and regulations will be conclusive and binding. Should any employee of the Subcontractor on the project site be found in violation of any OSHA or Safety Rule (such as failure to wear a hard hat), the Subcontractor acknowledges that the Construction Manager shall have the right, but not the duty, to remove said employee from the project site. Any failure to comply with the requirements of this paragraph may be deemed by the Construction Manager to be an act of default.

14A.3. MATERIAL AND SAFETY DATA (MSD) SHEETS To submit to the Construction Manager all Material Safety Data Sheets required by law for materials or substances necessary for the performance of the Subcontract Work. MSD sheets obtained by the Construction Manager from other subcontractors or sources shall be made available to the Subcontractor by the Construction Manager.

**14A.4.** HOUSEKEEPING To remove scrap, rubbish, and debris generated by its operations and will leave its work area in a clean condition. In the event Subcontractor does not take care of its own debris as above described, the Construction Manager after three (3) working days written notice to the Subcontractor, shall have the right to have this work performed and charge the Subcontractor.

**15A. UNLOADING** Whenever field erection or installation is a part of this agreement, the Subcontractor shall be responsible for the unloading and safe storage of material.

**16A.** CLAIMS FOR ADDITIONAL WORK AND TIME EXTENSIONS To make no claim for additional work unless done pursuant to a written order from the Construction Manager. Notice of any such claim shall be given to the Construction Manager in writing before the next ensuing payment to Subcontractor and in all events not later than 30 days after the receipt of the extra work order. A failure to provide such notice bars any claim for additional work. At the request of the Construction Manager, Subcontractor shall provide written price quotations for additional work to be done, which quotations shall remain firm for ninety (90) days.

In addition, for any claim for additional compensation or an extension of time, Subcontractor shall provide written notice to Construction Manager within 30 days of the event giving rise to the claim. Subcontractor's failure to provide such notice bars any claim of Subcontractor. Further, in no event shall Subcontractor be entitled to any compensation or time extension greater than what Construction Manager receives from Owner on account of Subcontractor.

17A. LIQUIDATED DAMAGES To complete the said work as the project progresses, and upon the Subcontractor's default or delay thereof, to pay the Construction Manager the sum or sums specified in the general contract between the Owner and the Construction Manager, including amounts due as liquidated damages for work remaining unfinished or not timely completed.

- **18A. ASSIGNMENTS AND TRANSFERS** To refrain from assigning or transferring this Subcontract or any part thereof without the written consent of the Construction Manager. Subcontractor further agrees to refrain from assigning, pledging, hypothecating or conveying any interest in the income proceeds to be received by him from the Construction Manager. No payment received by the Subcontractor shall be used to satisfy or secure any indebtedness other than one owned by the Subcontractor to a person furnishing labor or materials for use in performing the Subcontractor's work.
- 19A. GUARANTEE To guarantee all of its work, and to make good, without additional cost to the Owner or Construction Manager, any and all defects or damages directly or indirectly due to imperfect workmanship or materials for the period of time set forth in the specifications, or if no period is specified therein, for one (1) year following acceptance of the project by the Owner or Architect. This Guarantee is not exclusive and is in addition to Subcontractor's other obligations regarding its work.

#### ARTICLE B:

The CONSTRUCTION MANAGER, in consideration of the covenants and agreements herein contained on the part of the Subcontractor, agrees as follows:

- **1B. EMPLOYMENT OF THE SUBCONTRACTOR** To employ the Subcontractor to furnish the materials and to perform the said work according to the terms and conditions herein contained.
- **2B. BUILDER'S RISK INSURANCE** If required by the General Conditions, the General Construction Manager (Camosy Incorporated) shall furnish a Builders Risk policy on a completed value form to insure against all risks of direct physical loss to the property in the course of construction (subject to all policy terms and conditions). The policy shall cover the interests of the Owner, Construction Manager, Subcontractor and its subcontractors, as their respective interests may appear.

The policy when written shall contain, except where superseded by the Owners Contract Documents or this agreement, minimum deductibles as follows:

\$ 5,000 All Perils except,

\$20,000 Flood and Earthquake

In the event of a loss under the Construction Manager's or Owners Builders Risk policy, the Subcontractor shall be liable for his portion of the deductible as it bears to the total loss incurred.

**3B. SUBCONTRACT AMOUNT** If the Subcontractor shall well and faithfully fulfill this Subcontract to the satisfaction of the Owner and Architect, and keep every agreement on his part herein contained, to pay to the Subcontractor the sum of

\$0.00

Dollars, for all of this work and material in place complete and accepted under the terms and conditions of this Subcontract, subject to any additions or reductions for changes as may be agreed upon by the parties hereto in writing.

#### ARTICLE C:

The SUBCONTRACTOR and the CONSTRUCTION MANAGER, in consideration of the covenants and agreements herein contained by both parties, mutually agree to the following payment conditions and terms:

#### 1C. PROGRESS PAYMENTS

**1C.1. SCHEDULE OF VALUES** As a condition to payment, the Subcontractor shall provide a schedule of values satisfactory to the Construction Manager not more than fifteen (15) days from the effective date of this Agreement.

- 1C.2. APPLICATIONS The Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. The Subcontractor's application shall be notarized if required and if allowed under the Subcontract Documents may include properly authorized Subcontract Construction Change Directives. The Subcontractor's progress payment application for the Subcontract Work performed in the preceding payment period shall be submitted for approval of the Construction Manager in accordance with the schedule of values if required. The Construction Manager shall incorporate the approved amount of the Subcontractor's progress payment application into the Construction Manager's payment application to the Owner for the same period and submit it to the Owner in a timely fashion. The Construction Manager shall immediately notify the Subcontractor of any changes in the amount requested on behalf of the Subcontractor.
- **1C.3. TIME OF APPLICATION** The Subcontractor shall submit progress payment applications to the Construction Manager no later than the 15<sup>th</sup> day of each payment period for the Subcontract Work performed up to and including the last day of the payment period indicating work completed and, to the extent allowed under Subparagraph 1C.4, materials suitably stored during the preceding payment period.
- 1C.4. STORED MATERIALS Unless otherwise provided in the Subcontract documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontract Work but delivered to and suitably stored at the site or at some other location agreed upon in writing. Approval of payment applications for such stored items on or off the site shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner and Construction Manager or establish the Owner's title to such materials and equipment, or otherwise to protect the Owner's and Construction Manager's interest including transportation to the site.
- 1C.5. TIME OF PAYMENT Receipt of payment by the Construction Manager from the Owner for the Subcontract Work is a condition precedent to payment by the Construction Manager to the Subcontractor. The Subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Construction Manager for payment of Subcontract Work. Progress payments received from the Owner for the Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) days after receipt by the Construction Manager of payment from the Owner for the Subcontract Work.
- **1C.6. PAYMENT DELAY** If the Construction Manager has received payment from the Owner and if for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Construction Manager within ten (10) days after the date such payment is due, as defined in Sub-paragraph 1C.5, the Subcontractor, upon giving seven (7) days' written notice to the Construction Manager, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. The Subcontract Amount and Time shall be adjusted by the amount of the Subcontractor's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate Subcontractor Change Order.
- **1C.7. PAYMENTS WITHHELD** The Construction Manager may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Construction Manager from loss or damage based upon:
  - **1C.7.1.** the Subcontractor's repeated failure to perform the Subcontract Work as required by this Agreement;
  - **1C.7.2.** loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, Construction Manager, or others to whom the Construction Manager may be liable;
  - **1C.7.3.** the Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work;

- **1C.7.4.** rejected, nonconforming or defective Subcontract Work which has not been corrected in a timely fashion;
- **1C.7.5.** reasonable evidence of delay in performance of the Subcontract Work such that the Work will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Amount is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Construction Manager as a result of the anticipated delay caused by the Subcontractor;
- **1C.7.6.** reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontract Work;
- 1C.7.7. third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Construction Manager with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

The Construction Manager shall give written notice to the Subcontractor, at the time of disapproving or nullifying an application for payment stating its specific reasons for such disapproval of nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

#### **2C. FINAL PAYMENT**

- **2C.1. APPLICATION** Upon acceptance of the Subcontract Work by the Owner and the Construction Manager and receipt from the Subcontractor of evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents and Subparagraph 2C.2, the Construction Manager shall incorporate the Subcontractor's application for final payment into the Construction Manager's next application for payment to the Owner without delay, or notify the Subcontractor if there is a delay and the reasons therefor.
- **2C.2. OTHER REQUIREMENTS** Before the Construction Manager shall be required to incorporate the Subcontractor's application for final payment into the Construction Manager's next application for payment, the Subcontractor shall submit to the Construction Manager:
  - **2C.2.1.** an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work for which the Owner or its property or the Construction Manager or the Construction Manager's surety might in any way be liable, have been paid or otherwise satisfied;
    - 2C.2.2. consent of surety to final payment, if required;
    - 2C.2.3. satisfaction of required closeout procedures;
  - **2C.2.4.** certification that insurance that may be required by the Subcontract Documents to remain in effect beyond final payment is in effect and will not be cancelled or allowed to expire without at least thirty (30) days' written notice to the Construction Manager, unless a longer period is stipulated in this Agreement;
  - **2C.2.5.** other data, if required by the Construction Manager or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Construction Manager or Owner;
  - 2C.2.6. written warranties, equipment manuals, startup and testing as may be required; and
    - 2C.2.7. as-built drawings, if required by the Subcontract Documents.
- **2C.3. TIME OF PAYMENT** Receipt of final payment by the Construction Manager from the Owner for the Subcontract Work is a condition precedent to payment by the Construction Manager to the Subcontractor. The Subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Construction Manager for payment of Subcontract Work. Final

- payment of the balance due of the Contract Price shall be made to the Subcontractor within ten (10) days after receipt by the Construction Manager of final payment from the Owner for such Subcontract Work.
- **2C.4.** FINAL PAYMENT DELAY If the Owner or its designated agent does not issue a certificate for final payment or the Construction Manager does not receive such payment for any cause which is not the fault of the Subcontractor, the Construction Manager shall promptly inform the Subcontractor in writing. The Construction Manager shall also diligently pursue, with the assistance of the Subcontractor, the prompt release by the Owner of the final payment due for the Subcontract Work. At the Subcontractor's request and expense, to the extent agreed upon in writing, the Construction Manager shall institute reasonable legal remedies to mitigate the damages and pursue payment of the Subcontractor's final payment including interest.
- **2C.5.** WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under this Subcontract or for faulty or defective work or services .
- **2C.6. LATE PAYMENT INTEREST** To the extent obtained by the Construction Manager under the Subcontract Documents, progress payments or final payment due and unpaid under this Agreement shall bear interest from the date payment is due at the rate provided by law.
- 2C.7. CONTINUING OBLIGATIONS Provided the Construction Manager is making payments on or has made payments to the Subcontractor in accordance with the terms of this Subcontract Agreement, the Subcontractor shall reimburse the Construction Manager for any costs and expenses for any claim, obligation or lien asserted before or after final payment is made that arises from the performance of the Subcontractor Work. The Subcontractor shall reimburse the Construction Manager for costs and expenses including attorneys' fees and costs and expenses incurred by the Construction Manager in satisfying, discharging or defending against any such claims, obligation or lien including any action brought or judgment recovered. In the event that any applicable law, statute, regulation or bond requires the Subcontractor to take any action prior to the expiration of the time for payment referred in Subparagraph 1C.5 in order to preserve or protect the Subcontractor's rights, if any, with respect to mechanic's lien or bond claims, then the Subcontractor may take that action prior to the expiration of the time for payment and such action will not create the reimbursement obligation recited above nor be in violation of this Subcontract Agreement or considered premature for purposes of preserving and protecting the Subcontractor's rights.
- 2C.8. PAYMENT USE RESTRICTION Payments received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract Work through the most current period applicable to progress payments received from the Construction Manager before it is used for any other purpose. In the same manner, payments received by the Contactor from the Owner for the Subcontract Work shall be dedicated to payment to the Subcontractor. This provision shall bear on this Subcontract Agreement only, and is not for the benefit of third parties. Moreover, it shall not be construed by the parties to this Subcontract Agreement or third parties to require that dedicated sums of money or payments be deposited in separate accounts, or that there be other restrictions on commingling of funds. Neither shall these mutual covenants be construed to create any fiduciary duty on the Subcontractor or Construction Manager, nor create any tort cause of action or liability for breach of trust, punitive damages, or other equitable remedy or liability for alleged breach.
- **2C.9. PAYMENT USE VERIFICATION** If the Construction Manager has reason to believe that the Subcontractor is not complying with the payment terms of this Subcontract Agreement, the Construction Manager shall have the right to contact the Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by the Subcontractor in accordance with this Subcontract Agreement.
- 2C.10. PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, the Subcontractor shall provide, in a form satisfactory to the Owner and Construction Manager, partial lien or claim waivers in the amount

of the application for payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. Such waivers may be conditional upon payment. In no event shall Construction Manager require the Subcontractor to provide an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

2C.11. SUBCONTRACTOR PAYMENT FAILURE Upon payment by the Construction Manager, the Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled. In the event the Construction Manager has reason to believe that labor, material or other obligations incurred in the performance of the Subcontract Work are not being paid, the Construction Manager may give written notice of a potential claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Construction Manager that the moneys owing have been paid; or (b) post a bond indemnifying the Owner, the Construction Manager, the Construction Manager's surety, if any, and the premises from a claim or lien, the Construction Manager shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Construction Manager from any and all loss, damage or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

**2C.12. SUBCONTRACTOR ASSIGNMENT OF PAYMENTS** The Subcontractor shall not assign any moneys due or to become due under this Agreement, without the written consent of the Construction Manager, unless the assignment is intended to create a new security interest within the scope of Article 9 of the Uniform Commercial Code. Should the Subcontractor assign all or any part of any moneys due or to become due under this Agreement to create a new security interest or for any other purpose, the instrument of assignment shall contain a clause to the effect that the assignee's right in and to any money due or to become due to the Subcontractor shall be subject to the claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Subcontract Work.

**2C.13. PAYMENT NOT ACCEPTANCE** Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

**3C. RETAINAGE** The rate of retainage shall be ten (10) percent unless the percentage retained from the Construction Manager's payments by the Owner for the Subcontractor's work is greater than 10 percent, in which event, the higher rate shall determine the Subcontractor's retainage. If the contract documents provide for a reduction of retainage, at a specified percentage of completion to a rate less than 10 percent, then the Subcontractor may elect to furnish a bond or other security satisfactory to the Construction Manager, which bond shall be furnished at no additional expense to the Construction Manager. If the Subcontractor has furnished such bond or security, its work is satisfactory, and the Owner and contract documents authorize a reduction of retainage, then, the Subcontractor's retainage shall be reduced when the Subcontractor's work has attained the same percentage of completion and the Construction Manager's retainage for the Subcontractor's work has been reduced by the Owner. Subcontractor waives any rights under 815 ILCS 603/1 et seq.

#### ARTICLE D:

The SUBCONTRACTOR and The CONSTRUCTION MANAGER, in consideration of the covenants and agreements herein contained by both parties, further mutually agree as follows:

**1D. CONTRACT DATE** The Subcontract effective date is: notwithstanding the date or dates that this form of Subcontract shall have been actually signed by the parties hereto.

2D. COMPLETE AGREEMENT This Subcontract Agreement, including other documents as may be included within it by reference(s) (the

"Subcontract Documents"), contain the full agreement between the Construction Manager and the Subcontractor. No other prior communications and documents that may exist are to be construed to be a part of this Subcontract Agreement unless they are mandated as a matter of law, or unless they are specifically agreed to in writing by the parties. In the event the Subcontract of deems this Subcontract Agreement, or any of its provisions, to be in conflict with any of the terms of the general contract or the specifications, the Subcontractor shall notify the Construction Manager in writing, itemizing the alleged conflicts. In the event an itemized statement of alleged conflicts is not posted by certified mail to the Construction Manager within seven (7) business days after the date at the lower left corner of this Subcontract Agreement, beginning with the first business day after said date appearing on page one, this Subcontract Agreement shall conclusively be presumed to conform with the general contract and the specifications.

**3D. OWNER/CONSTRUCTION MANAGER AGREEMENT** It is mutually understood and agreed that the Construction Manager has entered into a separate agreement with the Owner of the property covered by this Subcontract Agreement, a copy of which is available for review at the Construction Manager's office during regular business hours; and that said original general contract between the Owner and Construction Manager, including its general and special provisions, specifications and project plans, shall be a part of this Subcontract Agreement and shall be binding upon the Subcontractor in the same manner as the Construction Manager is bound to the Owner under the contract documents. If the provisions of this Subcontract Agreement, or the plans or specifications, or the Construction Manager's contract with the Owner be determined to be in conflict with one another, then the Subcontractor's performance shall be bound by the higher quality, the greater quantity, or the more stringent provision.

4D. PROGRESS SCHEDULE Time shall be the essence at all times during the course of this agreement. The Subcontractor shall provide the Construction Manager with any scheduling information proposed by the Subcontractor for the Work (as described in this Subcontract). In consultation with the Subcontractor, the Construction Manager shall prepare the schedule for performance of the Work (the Progress Schedule) and shall revise and update such schedule, as necessary, as the Work progresses. Both the Construction Manager and the Subcontractor shall be bound by the Progress Schedule. The Construction Manager shall determine and, if necessary, change the time, order, and priority in which various portions of the Work shall be performed.

5D. PERMITS, FEES, LICENSES AND TAXES The Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work, and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete the Subcontract Work in accordance with the Subcontract Documents. To the extent reimbursement is obtained by the Construction Manager from the Owner under the Owner-Construction Manager Agreement, the Subcontractor shall be compensated for additional costs resulting from taxes enacted after the date of this Subcontract Agreement.

6D. PUBLIC UTILITIES AND MUNICIPAL SERVICES Whenever the Subcontractor's work interfaces directly with a public utility, or the services of a municipality, the Subcontractor shall arrange for, apply for, coordinate, schedule, and complete all of the necessary applications and inspections as may become necessary for the securing of said services. The Construction Manager agrees to cooperate with the Subcontractor, as may be required, in order that the Subcontractor may properly coordinate said tasks.

**7D. EEO AND SAFETY REPORTS** Pursuant to Paragraphs 1C.7 and 2C.10; before any payments provided under this agreement shall be made to the Subcontractor, the Subcontractor shall be obliged to supply and deliver to the Construction Manager the necessary periodic EEO, payroll and/or Occupational Safety and Health Act reports as may be required.

**8D. CHANGES IN THE WORK** No alterations shall be made in the work or materials shown or described by the drawings and specifications, except on a written order of the Construction Manager, and when so made, the value of the work and materials added or omitted shall be computed and determined by the Construction Manager and the Subcontractor, and the amount so determined shall be added to or deducted from the contract price.

**9D. SUBCONTRACTOR'S DELAY** The parties agree that if the Subcontractor shall delay the material progress of the work so as to cause any damage or additional expense to the Construction Manager or for which the Construction Manager may be liable, then the Subcontractor shall make good to the Construction Manager any such damage or additional expense in addition to any damage or additional expense for general delay herein otherwise provided.

SUBCONTRACTOR'S FAILURE TO PERFORM Subcontractor at any time refuses or neglects to supply a sufficient number of properly skilled workmen or sufficient materials of the proper quality and quantity, or fails in any respect to continuously prosecute the work with promptness and diligence, or fails in the performance of any of the agreements on its part herein contained, the Construction Manager shall have the right to notify the Subcontractor in writing of the Subcontractor's failure or failures as above described. If the Construction Manager determines that the Subcontractor has not remedied and cured said default or defaults in his performance within three (3) business days after said written notice, the Construction Manager shall have the right, without releasing or waiving his rights and remedies against the Subcontractor's sureties and without prejudice to any right he may be entitled to hereunder or by law, to provide any such labor or materials, and to deduct the Construction Manager's costs and expenses thereof from any money due or thereafter to become due to the Subcontractor under this Subcontract; and also to terminate the employment of the Subcontractor for the said work, and to enter on the premises and take possession of all materials, equipment and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the work, and to provide the materials therefor.

In case of such discontinuance of the employment of the Subcontractor, Subcontractor shall not be entitled to receive any further payment from the Construction Manager under this or any other contract between the Construction Manager and the Subcontractor until the work under all pending contracts between the parties shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract Agreement shall exceed the expenses incurred by the Construction Manager in completing the contract work plus all expenses related to Subcontractor's failure to perform (including attorneys' fees) and interest on all expenses, such excess shall be credited by the Construction Manager against such amount that is due from the Subcontractor to the Construction Manager on other pending contracts, and if no such amount is due the Construction Manager, such excess shall be paid to the Subcontractor.

If expenses incurred by the Construction Manager in finishing Subcontractor's work shall exceed the balance unpaid under this Subcontract, the Subcontractor shall pay the difference to the Construction Manager upon demand. In the event of a failure to pay upon demand, the Subcontractor shall be liable to the Construction Manager for such amount, as well as simple interest on the unpaid balance calculated at the rate of twelve (12) percent per annum, and for reasonable attorney's fees, and any costs of collection incurred by Construction Manager. The determination of the Construction Manager shall be conclusive with respect to any damages sustained by Construction Manager as aforesaid.

Without limiting the generality of the foregoing, it is specifically agreed that the dissolution of the Subcontractor or the filing of a voluntary petition in bankruptcy; a failure to bond in a manner satisfactory to the Construction Manager; any execution, garnishment or attachment of such consequence as will, in the discretion of the Construction Manager, impair the ability of the Subcontractor to carry on his operations at the project or, generally, to carry on his business; the commission of any act of bankruptcy by the Subcontractor; the adjudication of the Subcontractor as a bankrupt; a written admission by the Subcontractor of his inability to pay his debts generally as they become due; any assignment by the Subcontractor for the benefit of creditors; or the entry of any agreement of composition by the Subcontractor and his creditors, shall be considered a performance failure and/or an act of default within the meaning of this paragraph. In such event, the aforesaid three (3) day notice provision shall be deemed waived by Subcontractor, and the rights and remedies of the Construction Manager in the event of a Subcontractor performance default shall be immediately available to the Construction Manager.

11D. OWNER'S AND/OR CONSTRUCTION MANAGER'S DELAY The Construction Manager shall not be obligated or liable to the Subcontractor for, and the Subcontractor hereby expressly waives any claims against the Construction Manager on account of, any damages, costs or expenses of any

nature which the Subcontractor or its subcontractors may incur as a result of any delays, interferences, suspensions, changes in sequence or the like arising from or out of any act or omission of or attributed to the Construction Manager, the Owner or the Owner's representatives, it being understood and agreed that such delays, interferences, changes in sequence of the like are contemplated by the parties and that the Subcontractor's sole and exclusive remedy in such event shall be an extension of time, but only in accordance with the provisions of this Subcontract Agreement and only to the extent an extension of time is actually allowed to the Construction Manager by the Owner or its representative on account of Subcontractor under the terms of the Construction Manager's contract with the Owner.

#### 12D. DISPUTE RESOLUTION

**12D.1. INITIAL DISPUTE RESOLUTION** If a dispute arises out of or relates to this Subcontract Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other form of binding dispute resolution. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

**12D.2. WORK CONTINUATION AND PAYMENT** Unless otherwise agreed in writing, the Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings. If the Subcontractor continues to perform, the Construction Manager shall continue to make payments in accordance with this Agreement.

**12D.3. NO LIMITATION OF RIGHTS OR REMEDIES** Nothing in this Article shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or payment bonds.

**12D.4. MULTIPARTY PROCEEDING** The parties agree that to the extent permitted by the Subcontract Document all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between the Construction Manager and Subcontractor involve in whole or in part disputes between the Construction Manager and the Owner, disputes between the Subcontractor and the Construction Manager shall be decided by the same tribunal and in the same forum as disputes between the Construction Manager and the Owner.

12D.5. DISPUTES BETWEEN CONSTRUCTION MANAGER AND SUBCONTRACTOR In the event that the provisions for resolution of disputes between the Construction Manager and the Owner contained in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as the Subcontractor, resolution of disputes between the Subcontractor and the Construction Manager involving in whole or in part disputes between the Construction Manager and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between the Construction Manager and the Owner. At the conclusion of the Construction Manager shall be submitted again to mediation. Any disputes not resolved by mediation shall be decided in the manner selected in the agreement between the Owner and the Construction Manager.

**12D.6. COST OF DISPUTE RESOLUTION** The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Subcontract Agreement or its breach shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

13D. MISCELLANEOUS PROVISIONS

- **13D.1. GOVERNING LAW** This agreement shall bind the parties hereto and their heirs and assigns and shall be interpreted in accordance with the law in effect at the location of the project.
- **13D.2. VERBAL ORDERS** No verbal order, objection, claim or notice by either party to the other shall be of effect or binding against each other.
- **13D.3. NOTICES** All notices herein required shall be deemed served when delivered personally, when sent by electronic mail to an email address previously used for project communications to Subcontractor, or two (2) business days following deposit, by Certified Mail, Return Receipt Requested, in the United States mail, postage prepaid, to the addresses set forth above, or at such other address as may be specified by Construction Manager or Subcontractor by written notice served in accordance herewith.
- **13D.4. SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- **13D.5.** NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of term, covenant, condition or right with respect to further performance.
- **13D.6. TITLES** The titles given to the Articles and paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.
- 13D.7. JOINT DRAFTING The parties expressly agree that this Subcontract Agreement was jointly drafted, and that they both had

opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Subcontract Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**14D. SPECIAL REFERENCE INFORMATION:** The Subcontractor is responsible for providing all means of unloading and hoisting their material and equipment at their own expense. Construction Manager shall not provide hoists, cranes or labor for unloading or hoisting at any time. Should the Subcontractor require a crane and/or other type of aerial equipment at the site, the Subcontractor shall be responsible for obtaining any and all permits required by governing authorities.

The Subcontractor is entirely responsible for any required layout, hole coring / cutting and any required fire-safing as required to properly complete the specified work. No assumption shall be made that "others" are doing a particular Subcontractor's work.

No monetary damages or additional costs associated with project delay shall be due to Subcontractor. The only remedy due the Subcontractor for project delay will be a contract time extension as it relates to the critical path sequencing and total project completion time. In no event shall Subcontractor be entitled to any time extension greater than that granted by Owner to Construction Manager on account of Subcontractor.

Any overtime costs required to meet the schedule durations will be the sole responsibility of the Subcontractor. If Construction Manager authorizes, in writing, Subcontractor to work overtime in order to decrease the Subcontractor's activity durations, the Subcontractor shall be entitled to only the premium portion of overtime costs as stated in the most recent trade agreements for the affected trades. Insurance, burden, and other labor related costs shall be paid on the base rate only, and not on the premium portion.

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CAMOSY INCORPORATED	1234 CONSTRUCTION COMPANY
BY:	BY:
	SIGNATURE NAME AND TITLE

#### **AFFIDAVIT**

That for the purpose of said contract or purchase order, the following persons or firms have been or will be contracted with, and will furnish the materials or labor, or both for said improvements. That there is due or to become due them, respectively, the amounts set opposite their names for material or labor, or both as stated. That this statement is made to said Construction Manager for the purpose of procuring from said Construction Manager, Partial or Final payment on said contract or purchase order, and is full, true and complete statement of all such persons, or firms, and the amounts due and to become due them.

Name and Address	Contract For	Amount
	-	
hat this statement is made in compliance with the S	tatutes relating to Mechanics or Construction Liens	and for the purpose of procuring

That this statement is made in compliance with the Statutes relating to Mechanics or Construction Liens and for the purpose of procuring from the Construction Manager Final/Partial payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing material or labor, or both, and of amount due and to become due them.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

**1234 Construction Company** 

Ву:			

1234-001 Effective Date: Subcontractor Initials
1234 Construction Company

#### ABC Laboratories ABC Laboratories Lane Nowhere, ZZ 12345

# **UNION LABOR STATEMENT**

That for the purpose of furnishing installation labor services for the above mentioned project, the Subcontractor shall provide personnel signatory to the following unions:

Unio	n Affiliation	Local No.	Contractor I.D.
	AND/OR		
Subcontractor will subcontract the	installation labor portion of his/her S	Subcontract to the following comp	pany(ies):
Company	Union Affiliation	Local No.	Contractor I.D.
			-
		NCE MODIFICATION FACTOR	(EMR), AS RELEASED
	1234 Cor	nstruction Company	(EMR), AS RELEASED
	1234 Cor		(EMR), AS RELEASED
	1234 Cor	nstruction Company	(EMR), AS RELEASED
	1234 Cor	nstruction Company	(EMR), AS RELEASED
	1234 Cor	nstruction Company	(EMR), AS RELEASED
SUBCONTRACTOR'S WORKI	1234 Cor	nstruction Company	(EMR), AS RELEASED
	1234 Cor	nstruction Company	(EMR), AS RELEASED

1234-001 Effective Date:  Date:

Name: John Smith Phone: (000) 000-0001 Fax: (000) 000-002



1234-002

# Material Subcontract Form CM

THIS SUBCONTRACT AGREEMENT made by and between:

CAMOSY INCORPORATED 43451 N. US Highway 41 Zion, IL 60099-9455

a Corporation, hereinafter called "the Construction Manager," and

1234 Construction Company 1234 Construction Lane Nowhere, ZZ 12345

hereinafter called "the Subcontractor," WITNESSETH:

# ARTICLE A:

The SUBCONTRACTOR, in consideration of the covenants and agreements herein contained on the part of the Construction Manager, agrees as follows:

1A. To furnish all material and perform all labor in its shop or plant, for:

ABC Laboratories ABC Laboratories Lane Nowhere, ZZ 12345

job, in accordance with the general contract between the Owner and the Construction Manager, and in accordance with the drawings and specifications prepared by:

hereinafter called "the Architect," as it pertains to the Subcontractor, to-wit:

1234-002 Effective Date: 

- 2A. TIME OF COMMENCEMENT To begin delivery of said material immediately upon notice of the Construction Manager and to proceed in accordance with the job progress schedule of the Construction Manager.
- 3A. JOB PROGRESS To deliver said material as the job progresses, and upon the Subcontractor's default or delay thereof, to pay the Construction Manager the sum or sums specified in the general contract between the Owner and the Construction Manager, including amounts due as liquidated damages for materials not delivered or not timely delivered.
- 4A. EXTRA WORK AND TIME EXTENSIONS To make no claim for additional material unless furnished pursuant to a written order from the Construction Manager. Notice of any such claim shall be given to the Construction Manager in writing before the next ensuing payment to Subcontractor and in all events not later than 30 days after the receipt of the extra work order. A failure to provide such notice bars any claim for additional work. At the request of the Construction Manager, Subcontractor shall provide written price quotations for additional material to be furnished, which quotations shall remain firm for ninety (90) days.

In addition, for any claim for additional compensation or an extension of time, Subcontractor shall provide written notice to Construction Manager within 30 days of the event giving rise to the claim. Subcontractor's failure to provide such notice bars any claim of Subcontractor. Further, in no event shall Subcontractor be entitled to any compensation or time extension greater than what Construction Manager receives from Owner on account of Subcontractor.

- 5A. GUARANTEE To guarantee all of its material, and to make good without additional cost to the Owner or Construction Manager, any and all defects or damages directly or indirectly due to imperfect workmanship or materials for the period of time set forth in the specifications, or if no period is specified therein, for one (1) year following acceptance of the project by the Owner or Architect. This Guarantee is not exclusive and is in addition to Subcontractor's other obligations regarding its material.
- 6A. HOLD HARMLESS To defend, indemnify and save harmless the Owner, Construction Manager, Architect and Engineer, their agents and employees, and all Additional Insureds (collectively "the Indemnitees") from any and all claims, losses, expense or damage (including costs and attorney's fees) incurred by any Indemnitee because of bodily injury, including death at any time resulting therefrom, or on account of damage to property, including loss of use thereof, sustained by any person or persons, and arising from defective product furnished by the Subcontractor for this job or Subcontractor's negligence; excepting therefrom such injuries or damage to the extent resulting from the negligence of the Indemnitee seeking indemnity. The obligation of the Subcontractor under this provision shall not extend to any claim, damage, loss or expense which is attributable to the professional services of the Architect or Engineer, their agents and employees. It is not the intent of the parties in this provision to provide indemnification for or hold harmless the Owner, Construction Manager, Architect, Engineer, or any Indemnitee from that person's own negligence, but Subcontractor shall be required to provide a defense if there is a claim, loss, expense, or damage alleged to be due to Subcontractor in whole or in part, until a final determination of fault is made.

Subcontractor's obligations under this paragraph 6A shall be limited to the extent necessary to comply with governing state law and to the extent such law limits Subcontractor's obligations provided herein.

Construction Manager shall be entitled to attorneys' fees and other expenses in enforcing Subcontractor's obligations under this paragraph 6A.

Subcontractor's obligations under this paragraph 6A shall not be limited in any way by any immunity or limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. Any such limitation is waived.

7A. ASSIGNMENTS AND TRANSFERS To refrain from assigning or transferring this Subcontract or any part thereof without the written consent of the Construction Manager. Subcontractor further agrees to refrain from assigning, pledging, hypothecating or conveying any interest in the income proceeds to be received by him from the Construction Manager. No payment received by the Subcontractor shall be used to satisfy or secure any

indebtedness other than one owed by the Subcontractor to a person furnishing labor or materials for use in performing the Subcontractor's work.

- 8A. DOCUMENTATION AND REPORTS Subcontractor agrees to timely submit any information, documentation or reports required by the Construction Manager for preparation of construction schedules including those indicating time required for preparation of shop drawings, fabrication, Subcontractor further agrees to timely submit any and/or delivery. documentation and reports required under this Subcontract including the AFFIDAVIT of this Subcontract. A failure to comply with any portion of this provision shall constitute a default of performance.
- 9A. PERFORMANCE AND PAYMENT BONDS If requested by the Construction Manager at any time, the Subcontractor shall furnish bonds on the Construction Manager's Forms covering the faithful performance of this Subcontract and the payment of all obligations arising thereunder, which may require the Subcontractor to provide bonds in excess of the price of this Subcontract. The Construction Manager shall reimburse the Subcontractor for the cost of any additional bonds which are requested by Construction Manager but are not stipulated in the bidding requirements.
- 10A. EQUAL EMPLOYMENT OPPORTUNITY To comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and all relevant federal, state and local laws and regulations regarding employment. This includes, but is not limited to, all other EEO requirements and all employment-related laws, regulations and orders . Subcontractor also agrees to furnish all information and reports required by the aforesaid laws, regulations, and orders in the timely manner set forth in the laws, regulations, orders, general contract and/or specification.
- INSURANCE Before entering on the performance of this Subcontract, the Subcontractor shall familiarize itself with the insurance requirements contained in the general contract between the Owner and the Construction Manager, including the General Conditions of Construction. which shall be binding on the Subcontractor and its Subcontractors. The Subcontractor shall procure, at its own expense, Workmen's Compensation insurance with a reliable insurance company satisfactory to the Construction Manager, covering full statutory liability for injuries sustained by any of the Subcontractor's employees under the Workers Compensation Act of the state in which the Subcontractor's work is to be performed, and shall maintain such compensation insurance in full force and effect at all times while this Subcontract shall remain in force and not fully performed on its part.

Public liability insurance shall be carried with companies and coverages satisfactory to the Construction Manager, and shall include Automobile Liability (including all owned, non-owned, and hired vehicles); Comprehensive General Liability, including but not limited to Operations Liability, Protective Liability, Products and Completed Operations Liability, Contractual Liability (to insure indemnification of the Construction Manager in paragraph 6A, hereof), Broad Form Property Damage including Completed Operations, X. C. & U. Hazards where applicable, and any other coverages that may be required for the protection of the work to be performed. The insurance written to insure the Subcontractor shall name the Construction Manager, Owner, Architect and others as may be required by the general conditions, as Additional Insureds. Minimum aggregate and occurrence coverage for the above-designated liabilities shall be as set forth in the general contract between the Owner and the Construction Manager, including the General Conditions of Construction, or the following minimum coverage, whichever is greater:

Workers Compensation Employer's Liability Coverage "B" Commercial General Liability

Statutory \$500,000

Bodily Injury: Property Damage:

\$2,000,000 each occurrence \$4,000,000 general aggregate Automobile Liability (including all owned, non-owned and hired vehicles)

Bodily injury:

\$1,000,000 each person \$1,000,000 each occurrence \$1,000,000

Property Damage:

\$1,000,000 per claim

Professional Liability

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#### \$2,000,000 aggregate

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate this Subcontract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

Umbrella Liability with a limit of \$5,000,000 shall also be maintained by the Subcontractor providing the same coverages and with the same Additional Insureds as the basic policy, on a primary and non-contributory basis, and with limits satisfactory to meet the minimum required limits under this Subcontract Agreement or the contract between the Owner and the Contractor, whichever is greater.

Subcontractor may satisfy coverage limits for commercial general liability, automobile liability, and employer's liability coverage "B" through any combination of primary, umbrella, or excess coverage.

Subcontractor furnishing material agrees to furnish the Construction Manager with certificates of insurance on the Construction Manager's form evidencing the above-required coverages before delivery to the job site. Subcontractor or his insurance carrier shall give Construction Manager thirty (30) days prior written notice of any proposed change in the provisions of the above-described policies before the expiration date set forth in the certificate of insurance. All coverages will be placed with insurance carriers to which the Construction Manager has no reasonable objections.

**12A.** TESTS AND INSPECTIONS To provide in the shops sufficient, safe and proper facilities at all times for the inspection of the work by the Owner, Architect and Construction Manager, or the authorized representative of any of them, and on request of the Construction Manager, to produce all records showing quality of material used. Required certificates of testing, approval, or inspection shall, unless otherwise provided in this Subcontract Agreement, be secured by the Subcontractor and promptly delivered to the Construction Manager.

All material and components shall be genuine and procured from authorized sources. Upon request, Subcontractor shall provide Contractor with written certifications of genuineness and written proof of procurement from authorized sources.

#### ARTICLE B:

The CONSTRUCTION MANAGER, in consideration of the covenants and agreements herein contained on the part of the Subcontractor, agrees as follows:

- **1B. EMPLOYMENT OF THE MATERIAL SUBCONTRACTOR** To employ the Subcontractor to furnish the materials and to do the said work according to the terms and conditions herein contained.
- **2B. SUBCONTRACT AMOUNT** If the Subcontractor shall well and faithfully fulfill this Subcontract to the satisfaction of the Architect and keep every agreement on his part herein contained, to pay to the Subcontractor the sum of

#### \$0.00

for all of the material accepted under this Subcontract, subject to any additions or reductions for changes as may be agreed upon by the parties hereto in writing.

#### **ARTICLE C:**

The SUBCONTRACTOR and CONSTRUCTION MANAGER, in consideration of the covenants and agreements herein contained by both parties, further mutually agree as follows:

1C. PROGRESS PAYMENTS

- **1C.1. SCHEDULE OF VALUES** As a condition to payment, the Subcontractor shall provide a schedule of values satisfactory to the Construction Manager not more than fifteen (15) days from the effective date of this Agreement.
- 1C.2. APPLICATIONS The Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. The Subcontractor's application shall be notarized if required and if allowed under the Subcontract Documents may include properly authorized Subcontract Construction Change Directives. The Subcontractor's progress payment application for the Subcontract Work performed in the preceding payment period shall be submitted for approval of the Construction Manager in accordance with the schedule of values if required. The Construction Manager shall incorporate the approved amount of the Subcontractor's progress payment application into the Construction Manager's payment application to the Owner for the same period and submit it of the Owner in a timely fashion. The Construction Manager shall immediately notify the Subcontractor of any changes in the amount requested on behalf of the Subcontractor.
- **1C.3. TIME OF APPLICATION** The Subcontractor shall submit progress payment applications to the Construction Manager no later than the 15<sup>th</sup> day of each payment period for the Subcontract Work performed up to and including the last day of the payment period indicating work completed and, to the extent allowed under Subparagraph 1C.4, materials suitably stored during the preceding payment period.
- 1C.4. STORED MATERIALS Unless otherwise provided in the Subcontract Documents, and if approved in advance by the Owner, applications for payment may include materials suitably stored at some other location agreed upon in writing. Approval of payment applications for such stored items shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner and Construction Manager or establish the Owner's title to such materials and equipment, or otherwise to protect the Owner's and Construction Manager's interest including transportation to the site.
- 1C.5. TIME OF PAYMENT Receipt of payment by the Construction Manager from the Owner for the Subcontract Work is a condition precedent to payment by the Construction Manager to the Subcontractor. The Subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Construction Manager for payment of Subcontract Work. Progress payments received from the Owner for the Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) days after receipt by the Construction Manager of payment from the Owner for the Subcontract Work.
- **1C.6. PAYMENT DELAY** If the Construction Manager has received payment from the Owner and if for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Construction Manager within ten (10) days after the date such payment is due, as defined in Sub-paragraph 1C.5, the Subcontractor, upon giving seven (7) days' written notice to the Construction Manager, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. The Subcontract Amount and Time shall be adjusted by the amount of the Subcontractor's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate Subcontractor Change Order.
- **1C.7. PAYMENTS WITHHELD** The Construction Manager may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Construction Manager from loss or damage based upon:
  - **1C.7.1.** the Subcontractor's failure to perform the Subcontract Work as required by this Agreement;
  - **1C.7.2.** loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, Construction Manager, or others to whom the Construction Manager may be liable;

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- **1C.7.3.** the Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work:
- **1C.7.4.** rejected, nonconforming or defective Subcontract materials which has not been corrected in a timely fashion;
- **1C.7.5.** reasonable evidence of delay in delivery of the Subcontract materials such that the Work at the project site will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Amount is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Construction Manager as a result of the anticipated delay caused by the Subcontractor;
- **1C.7.6.** reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the delivery of Subcontract materials;
- 1C.7.7. third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Construction Manager with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

The Construction Manager shall give written notice to the Subcontractor, at the time of disapproving or nullifying an application for payment stating its specific reasons for such disapproval of nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

#### **2C. FINAL PAYMENT**

- **2C.1. APPLICATION** Upon acceptance of the Subcontract materials by the Owner and the Construction Manager and receipt from the Subcontractor of evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents and Subparagraph 2C.2, the Construction Manager shall incorporate the Subcontractor's application for final payment into the Construction Manager's next application for payment to the Owner without delay, or notify the Subcontractor if there is a delay and the reasons therefor.
- **2C.2. OTHER REQUIREMENTS** Before the Construction Manager shall be required to incorporate the Subcontractor's application for final payment into the Construction Manager's next application for payment, the Subcontractor shall submit to the Construction Manager:
  - **2C.2.1.** an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract materials for which the Owner or its property or the Construction Manager or the Construction Manager's surety might in any way be liable, have been paid or otherwise satisfied;
    - 2C.2.2. consent of surety to final payment, if required;
    - 2C.2.3. satisfaction of required closeout procedures;
  - **2C.2.4.** certification that insurance that may be required by the Subcontract Documents to remain in effect beyond final payment is in effect and will not be cancelled or allowed to expire without at least thirty (30) days' written notice to the Construction Manager, unless a longer period is stipulated in this Agreement;
  - 2C.2.5. other data, if required by the Construction Manager or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Construction Manager or Owner;
  - 2C.2.6. written warranties, equipment manuals, startup and testing as may be required; and
    - 2C.2.7. as-built drawings, if required by the Subcontract Documents.
- **2C.3. TIME OF PAYMENT** Receipt of final payment by the Construction Manager from the Owner for the Subcontract materials is a condition precedent to payment by the Construction Manager to the Subcontractor.

- The Subcontractor hereby acknowledges that it relies on the credit of the Owner, not the Construction Manager for payment of Subcontract Work. Final payment of the balance due of the Contract Price shall be made to the Subcontractor within ten (10) days after receipt by the Construction Manager of final payment from the Owner for such Subcontract materials.
- **2C.4. FINAL PAYMENT DELAY** If the Owner or its designated agent does not issue a certificate for final payment or the Construction Manager does not receive such payment for any cause which is not the fault of the Subcontractor, the Construction Manager shall promptly inform the Subcontractor in writing. The Construction Manager shall also diligently pursue, with the assistance of the Subcontractor, the prompt release by the Owner of the final payment due for the Subcontract materials. At the Subcontractor's request and expense, to the extent agreed upon in writing, the Construction Manager shall institute reasonable legal remedies to mitigate the damages and pursue payment of the Subcontractor's final payment including interest.
- **2C.5.** WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract materials, but shall in no way relieve the Subcontractor of liability for the obligations assumed under this Subcontract or for faulty or defective materials .
- **2C.6. LATE PAYMENT INTEREST** To the extent obtained by the Construction Manager under the Subcontract Documents, progress payments or final payment due and unpaid under this Agreement shall bear interest from the date payment is due at the rate provided by law.
- 2C.7. CONTINUING OBLIGATIONS Provided the Construction Manager is making payments on or has made payments to the Subcontractor in accordance with the terms of this Subcontract Agreement, the Subcontractor shall reimburse the Construction Manager for any costs and expenses for any claim, obligation or lien asserted before or after final payment is made that arises from the performance of the Subcontractor. The Subcontractor shall reimburse the Construction Manager for costs and expenses including attorneys' fees and costs and expenses incurred by the Construction Manager in satisfying, discharging or defending against any such claims, obligation or lien including any action brought or judgment recovered. In the event that any applicable law, statute, regulation or bond requires the Subcontractor to take any action prior to the expiration of the time for payment referred in Subparagraph 1C.5 in order to preserve or protect the Subcontractor's rights, if any, with respect to mechanic's lien or bond claims, then the Subcontractor may take that action prior to the expiration of the time for payment and such action will not create the reimbursement obligation recited above nor be in violation of this Subcontract Agreement or considered premature for purposes of preserving and protecting the Subcontractor's
- 2C.8. PAYMENT USE RESTRICTION Payments received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract through the most current period applicable to progress payments received from the Construction Manager before it is used for any other purpose. In the same manner, payments received by the Contactor from the Owner for the Subcontract materials shall be dedicated to payment to the Subcontractor. This provision shall bear on this Subcontract Agreement only, and is not for the benefit of third parties. Moreover, it shall not be construed by the parties to this Subcontract Agreement or third parties to require that dedicated sums of money or payments be deposited in separate accounts, or that there be other restrictions on commingling of funds. Neither shall these mutual covenants be construed to create any fiduciary duty on the Subcontractor or Construction Manager, nor create any tort cause of action or liability for breach of trust, punitive damages, or other equitable remedy or liability for alleged breach.
- **2C.9. PAYMENT USE VERIFICATION** If the Construction Manager has reason to believe that the Subcontractor is not complying with the payment terms of this Subcontract Agreement, the Construction Manager shall have the right to contact the Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by the Subcontractor in accordance with this Subcontract Agreement.

**2C.10.** PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, the Subcontractor shall provide, in a form satisfactory to the Owner and Construction Manager, partial lien or claim waivers in the amount of the application for payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. Such waivers may be conditional upon payment. In no event shall Construction Manager require the Subcontractor to provide an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

2C.11. SUBCONTRACTOR PAYMENT FAILURE Upon payment by the Construction Manager, the Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled. In the event the Construction Manager has reason to believe that labor, material or other obligations incurred in the performance of the Subcontract are not being paid, the Construction Manager may give written notice of a potential claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Construction Manager that the moneys owing have been paid; or (b) post a bond indemnifying the Owner, the Construction Manager, the Construction Manager's surety, if any, and the premises from a claim or lien, the Construction Manager shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Construction Manager from any and all loss, damage or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

**2C.12. SUBCONTRACTOR ASSIGNMENT OF PAYMENTS** The Subcontractor shall not assign any moneys due or to become due under this Agreement, without the written consent of the Construction Manager, unless the assignment is intended to create a new security interest within the scope of Article 9 of the Uniform Commercial Code. Should the Subcontractor assign all or any part of any moneys due or to become due under this Agreement to create a new security interest or for any other purpose, the instrument of assignment shall contain a clause to the effect that the assignee's right in and to any money due or to become due to the Subcontractor shall be subject to the claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Subcontract Work.

**2C.13. PAYMENT NOT ACCEPTANCE** No payment made under this Subcontract shall operate as an admission on the part of the Construction Manager that this Subcontract, or any part thereof, has been complied with, in case the fact shall be otherwise, or preclude any action for damages against the Subcontractor, should the material hereby required not be furnished and of proper quality, or should this contract not be faithfully executed in every respect.

**3C. RETAINAGE** The rate of retainage shall be ten (10) percent unless the percentage retained from the Construction Manager's payments by the Owner for the Subcontractor's work is greater than 10 percent, in which event, the higher rate shall determine the Subcontractor's retainage. If the contract documents provide for a reduction of retainage, at a specified percentage of completion to a rate less that 10 percent, then the Subcontractor may elect to furnish a bond or other security satisfactory to the Construction Manager, which bond shall be furnished at no additional expense to the Construction Manager. If the Subcontractor has furnished such bond or security, its work is satisfactory, and the Owner and contract documents authorize a reduction of retainage, then, the Subcontractor's retainage shall be reduced when the Subcontractor has attained the same percentage of completion and the Construction Manager's retainage for the Subcontractor's work has been reduced by the Owner.

Subcontractor waives any rights under 815 ILCS 603/1 et seq.

**4C. CHANGES** No alterations shall be made in the materials shown or described by the drawings and specifications, except on a written order of the Construction Manager, and when so, the value of the materials added or omitted shall be computed and determined by the Construction Manager and

the Subcontractor, and the amount so determined shall be added to or deducted from the contract price.

**5C. DELAYS** The parties agree that if the Subcontractor shall delay the material progress of the work so as to cause any damage or additional expense to the Construction Manager or for which the Construction Manager may be liable, then the Subcontractor shall make good to the Construction Manager any such damage or additional expense in addition to any damage or additional expense for general delay herein otherwise provided.

6C. PERFORMANCE If the Subcontractor at any time refuses or neglects to furnish sufficient material of the proper quality and quantity, or fails in the performance of any of the agreements on its part herein contained, the Construction Manager shall have the right to notify the Subcontractor in writing of the Subcontractor's failure or failures as above described. If the Construction Manager determines that the Subcontractor has not remedied and cured said default of defaults in his performance within three (3) business days after said written notice, the Construction Manager shall have the right, without releasing or waiving his rights and remedies against the Subcontractor's sureties and without prejudice to any right he may be entitled to hereunder or by law, to provide any such material, and to deduct the Construction Manager's costs and expenses thereof from any money due or thereafter to become due to the Subcontractor for the said work, and to enter on the premises and take possession of all materials, and to employ any other person or persons to provide the materials therefor. In case of such discontinuance of the employment of the Subcontractor, Subcontractor shall not be entitled to receive any further payment from the Construction Manager under this or any other contract between the Construction Manager and the Subcontractor until the work under all pending contracts between the parties shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract Agreement shall exceed the expenses incurred by the Construction Manager in completing the contract work plus all expenses related to Subcontractor's failure to perform (including attorneys' fees) and interest on all expenses, such excess shall be credited by the Construction Manager against such amount that is due from the Subcontractor to the Construction Manager on other pending contracts, and if no such amount is due the Construction Manager, such excess shall be paid to the Subcontractor. If expenses incurred by the Construction Manager in finishing Subcontractor's work shall exceed the balance unpaid under this Subcontract, the Subcontractor shall pay the difference to the Construction Manager upon demand. In the event of a failure to pay upon demand, the Subcontractor shall be liable to the Construction Manager for such amount, as well as simple interest on the unpaid balance calculated at the rate of twelve (12) percent per annum, and for reasonable attorney's fees, and any costs of collection incurred by Construction Manager. The determination of the Construction Manager shall be conclusive with respect to any damages sustained by Construction Manager as aforesaid. Without limiting the generality of the foregoing, it is specifically agreed that the dissolution of the Subcontractor of the filing of a voluntary petition in bankruptcy; a failure to bond in a manner satisfactory to the Construction Manager; any execution, garnishment or attachment of such consequence as well, in the discretion of the Construction Manager, impair the ability of the Subcontractor to carry on his deliveries to the project or, generally, to carry on his business; the commission of any act of bankruptcy by the Subcontractor; the adjudication of the Subcontractor as a bankrupt; a written admission by the Subcontractor of his inability to pay his debts generally as they become due; any assignment by the Subcontractor for the benefit of creditors; or the entry of any agreement of composition by the Subcontractor and his creditors, shall be considered a performance failure and/or an act of default within the meaning of this paragraph. In such event, the aforesaid three (3) day notice provision shall be deemed waived by Subcontractor, and the rights and remedies of the Construction Manager in the event of a Subcontractor performance default shall be immediately available to the Construction Manager.

**7C. VERBAL ORDERS** No verbal order, objection, claim or notice by either party to the other shall be of effect or binding against each other.

**8C.** TIME Time shall be the essence at all times during the course of this Subcontract Agreement. The Subcontractor shall provide the Construction Manager with any scheduling information proposed by the Subcontractor for

the materials and Work (as described in this Subcontract). In consultation with the Subcontractor, the Construction Manager shall prepare the schedule for performance of the Work (the Progress Schedule) and shall revise and update such schedule, as necessary, as the Work progresses. Both the Construction Manager and the Subcontractor shall be bound by the Progress Schedule. The Construction Manager shall determine and, if necessary, change the time, order, and priority in which various portions of the Work shall be performed.

**9C. OWNER'S AGREEMENT** It is mutually understood and agreed that the Construction Manager has entered into a separate agreement with the Owner of the property covered by this agreement, a copy of which is available for review at the Construction Manager's office during regular business hours; and that said original general contract between the Owner and Construction Manager, including its general and special provisions, specifications and project plans, shall be a part of this Subcontract and shall be binding upon the Subcontractor in the same manner as the Construction Manager is bound to the Owner under these contract documents. If the provisions of this Subcontract Agreement, or the general and special provisions, specifications, or project plans, or the Construction Manager's separate agreement with the Owner, are found to be in conflict with one another, then the Subcontractor's performance shall be bound by the higher quality, the greater quantity, or the more stringent provision.

10C. WAIVERS Before any payments provided under this Subcontract Agreement shall be made to the Subcontractor, Subcontractor shall be obliged to supply and deliver to the Construction Manager any and all waivers of lien for labor performed and materials supplied on the within contract and covered by any statements submitted by the Subcontractor for payment, along with the attached affidavit setting forth that such waivers of lien embrace all labor and material as aforesaid; and the necessary periodic EEO, payroll and/or Occupational Safety and Health Act reports as required. The Construction Manager shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid by the Subcontractor for labor and materials furnished for use in performing the Subcontractor's Subcontract. If at any time there is evidence of a lien or claim chargeable to Subcontractor for which, if established, Construction Manager might become liable, Construction Manager shall have the right to retain out of any payments then due Subcontractor or thereafter to become due on this or any other contract an amount sufficient to indemnify Construction Manager against such lien or claim. If any such claim be proven after all payments are made, Subcontractor agrees to pay to the Construction Manager any amounts that Construction Manager may be obliged to pay by and in consequence of the default of the Subcontractor. In the event of a failure to pay such sums upon demand, the Subcontractor shall be liable for such amount, as well as simple interest on the unpaid balance calculated at the rate of twelve (12) percent per annum, and for reasonable attorney's fees, and any costs of collection incurred by Construction Manager as a result of this default.

# ARTICLE D:

The SUBCONTRACTOR and The CONSTRUCTION MANAGER, in consideration of the covenants and agreements herein contained by both parties, further mutually agree as follows:

- **1D. CONTRACT DATE** The Subcontract effective date is: notwithstanding the date or dates that this form of Subcontract shall have been actually signed by the parties hereto.
- 2D. COMPLETE AGREEMENT This Subcontract Agreement, including other documents as may be included within it by reference(s) (the "Subcontract Documents"), contain the full agreement between the Construction Manager and the Subcontractor. No other prior communications and documents that may exist are to be construed to be a part of this Subcontract Agreement unless they are mandated as a matter of law, or unless they are specifically agreed to in writing by the parties. In the

event the Subcontractor deems this Subcontract Agreement, or any of its provisions, to be in conflict with any of the terms of the general contract, general or special provisions, project plans, or the specifications, the Subcontractor shall notify the Construction Manager in writing, itemizing the alleged conflicts. In the event an itemized statement of alleged conflicts is not posted by certified mail to the Construction Manager within seven (7) business days after the date at the lower left corner of this Subcontract Agreement, beginning with the first business day after said date appearing on page one, this Subcontract Agreement shall conclusively be presumed to conform with the general contract, general or special provisions, project plans, and the specifications. The terms "Subcontractor" and "Subcontract" shall be interchangeable with "Trade Contractor" and "Trade Contract."

- 3D. PERMITS, FEES, LICENSES AND TAXES The Subcontractor shall be responsible for all permits, fees, licenses, inspections, testing and taxes necessary to deliver the Subcontract materials in accordance with the Subcontract Documents. To the extent reimbursement is obtained by the Construction Manager from the Owner under the Owner-Construction Manager Agreement, the Subcontractor shall be compensated for additional costs resulting from taxes enacted after the date of this Subcontract Agreement.
- **4D. EEO AND SAFETY REPORTS** Before any payments provided under this agreement shall be made to the Subcontractor, the Subcontractor shall be obliged to supply and deliver to the Construction Manager the necessary periodic EEO, payroll and/or Occupational Safety and Health Act reports as may be required.
- 5D. OWNER'S AND/OR CONSTRUCTION MANAGER'S DELAY The Construction Manager shall not be obligated or liable to the Subcontractor for, and the Subcontractor hereby expressly waives any claims against the Construction Manager on account of, any damages, costs or expenses of any nature which the Subcontractor or its subcontractors may incur as a result of any delays, interferences, suspensions, changes in sequence or the like arising from or out of any act or omission of or attributed to the Construction Manager, the Owner or the Owner's representatives, it being understood and agreed that such delays, interferences, changes in sequence of the like are contemplated by the parties and that the Subcontractor's sole and exclusive remedy in such event shall be an extension of time, but only in accordance with the provisions of this Subcontract Agreement and only to the extent an extension of time is actually allowed to the Construction Manager by the Owner or its representative on account of Subcontractor under the terms of the Construction Manager's contract with the Owner.

#### **6D. DISPUTE RESOLUTION**

6D.1. INITIAL DISPUTE RESOLUTION If a dispute arises out of or relates to this Subcontract Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other form of binding dispute resolution. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

**6D.2.** WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, the Subcontractor shall continue the Subcontract material deliveries and maintain the Progress Schedule during any dispute resolution

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- **6D.3.** NO LIMITATION OF RIGHTS OR REMEDIES Nothing in this Article shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or payment bonds.
- **6D.4. MULTIPARTY PROCEEDING** The parties agree that to the extent permitted by the Subcontract Document all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between the Construction Manager and Subcontractor involve in whole or in part disputes between the Construction Manager and the Owner, disputes between the Subcontractor and the Construction Manager shall be decided by the same tribunal and in the same forum as disputes between the Construction Manager and the Owner.
- **6D.5. DISPUTES BETWEEN CONSTRUCTION MANAGER AND SUBCONTRACTOR** In the event that the provisions for resolution of disputes between the Construction Manager and the Owner contained in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as the Subcontractor, resolution of disputes between the Subcontractor and the Construction Manager involving in whole or in part disputes between the Construction Manager and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between the Construction Manager and the Owner. At the conclusion of those proceedings, disputes between the Subcontractor and the Construction Manager shall be submitted again to mediation. Any disputes not resolved by mediation shall be decided in the manner selected in the agreement between the Owner and the Construction Manager.
- **6D.6. COST OF DISPUTE RESOLUTION** The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute arising out of or relating to this Agreement or its breach shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

### 7D. MISCELLANEOUS PROVISIONS

- **7D.1. GOVERNING LAW** This agreement shall bind the parties hereto and their heirs and assigns and shall be interpreted in accordance with the law in effect at the location of the project.
- **7D.2. VERBAL ORDERS** No verbal order, objection, claim or notice by either party to the other shall be of effect or binding against each other.
- **7D.3. NOTICES** All notices herein required shall be deemed served when delivered personally, when sent by electronic mail to an email address previously used for project communications to Subcontractor, or two (2) business days following deposit, by Certified Mail, Return Receipt Requested, in the United States mail, postage prepaid, to the addresses set forth above,

or at such other address as may be specified by Construction Manager or Subcontractor by written notice served in accordance herewith.

- **7D.4. SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- **7D.5. NO WAIVER OF PERFORMANCE** The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of term, covenant, condition or right with respect to further performance.
- **7D.6. TITLES** The titles given to the Articles and paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.
- **7D.7. JOINT DRAFTING** The parties expressly agree that this Subcontract Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Subcontract Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.
- **8D. SPECIAL REFERENCE INFORMATION:** The Subcontractor is responsible for providing all means of unloading and hoisting their material and equipment at their own expense. Construction Manager shall not provide hoists, cranes or labor for unloading or hoisting at any time. Should the Subcontractor require a crane and/or other type of aerial equipment at the site, the Subcontractor shall be responsible for obtaining any and all permits required by governing authorities.

The Subcontractor is entirely responsible for any required layout, hole coring / cutting and any required fire-safing as required to properly complete the specified work. No assumption shall be made that "others" are doing a particular Subcontractor's work.

No monetary damages or additional costs associated with project delay shall be due to Subcontractor. The only remedy due the Subcontractor for project delay will be a contract time extension as it relates to the critical path sequencing and total project completion time. In no event shall Subcontractor be entitled to any time extension greater than that granted by Owner to Construction Manager on account of Subcontractor.

Any overtime costs required to meet the schedule durations will be the sole responsibility of the Subcontractor. If Construction Manager authorizes, in writing, Subcontractor to work overtime in order to decrease the Subcontractor's activity durations, the Subcontractor shall be entitled to only the premium portion of overtime costs as stated in the most recent trade agreements for the affected trades. Insurance, burden, and other labor related costs shall be paid on the base rate only, and not on the premium portion.

# **AGREED:**

1234-002	Subcontractor Initial	ls
BY:	BY:BY:SIGNATURE, NAME AND TITLE	
CAMOSY INCORPORATED	1234 CONSTRUCTION COMPANY	
CAMORY INCORDODATED	1224 CONCEDITION COMPANY	

Effective Date:

Subcontractor Initials
1234 Construction Company

# **AFFIDAVIT**

That for the purpose of said contract or purchase order, the following persons or firms have been or will be contracted with, and will furnish the materials or labor, or both for said improvements. That there is due or to become due them, respectively, the amounts set opposite their names for material or labor, or both as stated. That this statement is made to said Construction Manager for the purpose of procuring from said Construction Manager, Partial or Final payment on said contract or purchase order, and is full, true and complete statement of all such persons, or firms, and the amounts due and to become due them.

Name and Address	Contract For	Amount

That this statement is made in compliance with the Statutes relating to Mechanics or Construction Liens and for the purpose of procuring from the Construction Manager Final/Partial payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing material or labor, or both, and of amount due and to become due them.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

**1234 Construction Company** 

Ву:				

1234-002 Effective Date: 

## TO ALL SUBCONTRACTORS

Re: Minimum Insurance Requirements Acknowledgement

Note: Please forward this information packet along with the insurance section of the subcontract form to your insurance representative so that your Certificate of Insurance is prepared correctly. Missing or incorrect Insurance Certificates may result in delayed payment or contract termination.

The following are highlights of our insurance requirements contained in our Subcontracts. ALSO REFER TO THE INSURANCE CLAUSES OF THE GENERAL CONDITIONS SINCE THE PROJECT REQUIREMENTS MAY BE GREATER THAN THAT SHOWN BELOW.

COVERAGE MEETING ALL REQUIREMENTS MUST BE CONTINUED FOR A PERIOD OF TWO (2) YEARS FOLLOWING PROJECT COMPLETION

COVERAGE	<u>LIM</u>	<u>ITS</u>	
General Liability	\$ \$	2,000,000 4,000,000	Each Occurrence Aggregate (Per Project)
Automobile Liability	\$	1,000,000	Combined Single Limit
Workers' Compensation		Statutory	
Employers Liability	\$ \$ \$	500,000 500,000 500,000	BI Each Accident BI Each Employee BI Policy Limit Disease
Umbrella Liability	\$ \$	5,000,000 5,000,000	Each Occurrence Aggregate
Professional Liability	\$	1,000,000	Per Claim

# ADDITIONAL REQUIREMENTS

A waiver of subrogation endorsement in favor of Camosy Incorporated shall be included for general liability, automobile liability and workers' compensation.

The General Liability insurance written to insure the Subcontractor shall name *Camosy Incorporated, the Owner, the Architect* and others, as may be required by the General Conditions or Supplementary Conditions, as *Additional Insureds* on a primary and non-contributory basis. "YOUR WORK" must be covered on the additional insured endorsement attached to the policy currently in force. A copy of the endorsement must accompany the Certificate of Insurance issued. Acceptable forms are as follows: CG 20 10 (11/85)

CG 20 37 (10/01) used in combination with CG 2010 (10/01) CG 2010 (7/04) used in combination with CG 2037 (7/04)

Certain carrier forms are also acceptable if providing additional insured status for both "ongoing operations" and "completed operations" coverage. Forms must be submitted prior to start of work for approval.

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

Subcontractor's Signature

Construction Managers Design/Builders General Contractors 12795 120<sup>th</sup> Avenue Kenosha, WI 53142-7326 **262-552-944**0 43451 N. US Hwy 41 Zion, IL 60099-9455 847-395-6800

President

Delivery Address: 43451 N. US Hwy. 41 Zion, IL. 60099-9455



## TO ALL MATERIAL SUBCONTRACTORS

Re: Minimum Insurance Requirements Acknowledgement

Note!

Please forward this information packet along with the insurance section of the subcontract form to your insurance representative so that your Certificate of Insurance is prepared correctly. Missing or incorrect Insurance Certificates may result in delayed payment or contract termination.

Listed below are highlights of the minimum insurance requirements as they appear in your Subcontract Form. The actual requirements for this project may be greater than what are shown below. Please consult the insurance clauses of the General Conditions and/or Supplementary Conditions, as contained in the Project Specifications or Project Manual, for this project to determine what coverages and limits should appear on your Certificate of Insurance.

COVERAGE:	LIM	IITS:	
General Liability	\$ \$	2,000,000 4,000,000	Each Occurrence Aggregate (Per Project)
Automobile Liability	\$	1,000,000	Combined Single Limit
Workers' Compensation		Statutory	
Employer's Liability	\$ \$ \$	500,000 500,000 500,000	B.I. Each Accident B.I. Each Employee B.I. Policy Limit – Disease
Umbrella Liability	\$ \$	2,000,000 2,000,000	Each Occurrence Aggregate
Professional Liability	\$	1,000,000	Per Claim

## ADDITIONAL REQUIREMENTS:

The General Liability insurance written to insure the Subcontractor shall name *Camosy Incorporated, the Owner, the Architect* and others, as may be required by the General Conditions or Supplementary Conditions, as *Additional Insureds* on a primary and non-contributory basis.

All Certificates of Insurance shall indicate that the carrier <u>will</u> mail 30 days written notice to Camosy Incorporated in the event of cancellation or non-renewal.

Subcontractor's Signature



January 1, 2008

# **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT** (January 1991)

It is the policy of Camosy Construction to provide equal employment opportunity and not to discriminate against any employee or applicant for employment. Camosy Construction will take affirmative action to ensure that all employees and applicants for employment are treated justly without regard to age, color, handicap, military record, national origin, race, religion or sex. Such action will include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertisements, layoff or termination, rates of pay or other forms of compensation, vacation, and selection for training, including apprenticeships.

The successful achievement of a nondiscriminatory employment program requires a maximum of cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obliged to lead the way by establishing and implementing affirmative procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minorities, females, handicapped individuals, disabled veterans and veterans of the Vietnam Era are encouraged to participate in all company activities and to refer applicants for employment.

Our Equal Employment Opportunity Officer will direct the establishment of and monitor the implementation of personnel procedures to guide our affirmative action program and is charged with the design and implementation of an audit and reporting system that will keep management informed on a weekly basis of our status in this area.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

**CAMOSY CONSTRUCTION** 

John P. Camosy President



# AFFIRMATIVE ACTION PLAN FOR MINORITIES, FEMALES, HANDICAPPED INDIVIDUALS, DISABLED VETERANS & VETERANS OF THE VIETNAM ERA

- I. It is the policy of Camosy Construction to provide equal employment opportunity and not to discriminate against any employee or applicant for employment. Camosy Construction will take affirmative action to ensure that all employees and applicants for employment are treated justly without regard to age, color, handicap, military record, national origin, race, religion or sex. Such action will include but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, vacation and selection for training, including apprenticeships.
- II. Camosy Construction does not provide any segregated facilities for any of its employees.

  The term "Segregated Facilities" means areas which are segregated by explicit directive or are segregated on the basis of age, color, handicap, military record, national origin, race, religion or sex.
- III. Camosy Construction complies with all applicable Federal and State equal employment opportunity laws and regulations.
- IV. According to 41 CFR 60-4 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) Appendix B-80, which became effective on November 3, 1980, Camosy Construction will take all necessary affirmative action steps to meet the goals for minority participation in the applicable SMSA (Standard Metropolitan Statistical Area) or EA (Economic Area). The goals apply to all of our trades/crafts (carpenters, bricklayers, cement finishers, laborers, operating engineers and teamsters). Camosy Construction will also take all necessary affirmative action steps to meet the nationwide goal of 6.9% female participation in all of our trades/crafts.
- V. We will take affirmative action and make reasonable accommodation to employ and advance in employment qualified handicapped individuals, qualified disabled veterans and veterans of the Vietnam Era.
- VI. In order to meet our goals for minorities, females, handicapped individuals and veterans, we will take the necessary affirmative action steps:
  - A. Disseminate the Company's Affirmative Action Plan internally by:
    - 1. Holding regular management meetings.
    - 2. Holding regular employee meetings.
    - 3. Placing the Company's Equal Employment Opportunity Policy in the Company newsletter.



- B. Disseminate the Company's Affirmative Action Plan externally by:
  - 1. Sending the Company's Equal Employment Opportunity Affirmative Action Statement to Labor Unions.
  - 2. Contractually binding subcontractors to applicable Equal Employment Opportunity laws and regulations.
  - 3. Actively participating in community recruiting organizations, training programs, etc.
- C. Develop an internal audit and reporting system to cite any deficiencies in the Affirmative Action Plan.
- D. Assign an Equal Employment Officer to monitor all phases of the Affirmative Action Plan and to recommend to the President of the Company the necessary steps to correct any deficiencies.
- E. Maintain a current list of all minority, female, handicapped, and veteran employees. This list shall include:
  - 1. Name

5. Date of Birth

2. Address

- 6. Promotions
- 3. Phone Number
- 7. Date of layoff-dismissal

4. Job Position

- 8. Reason for layoff-dismissal
- F. Encourage minority, female, handicapped and veteran employees to refer other minority female, handicapped and veteran candidates for employment.
- G. Submit all required reports to the appropriate agencies.
- H. Document all "Good Faith" efforts.
- I. Review and update the Affirmative Action Plan annually.

On behalf of the Company, I submit this document as the Affirmative Action Plan for Minorities, Females, Handicapped Individuals, Disabled Veterans and Veterans of the Vietnam Era.

CAMOSY CONSTRUCTION

John P. Camosy President

# CONTRACTOR POST-QUALIFICATION STATMENT



CONTRACTOR:							DATE:			
Address:						· · · · · · · · · · · · · · · · · · ·				
City:			Stat	Α.			Zip:			
Corporate Phor	16'	· · · · · · · · · · · · · · · · · · ·		oorate	Fax:	<u>.</u>	Website:			
Contact Name:				tact Ph			Email:			
contact (vaine.					TE INFORMAT	ION:	Linan.			
Federal Identifi	cation No	<u> </u>		u Olu-	TE IIII OILIIA	10111				
What year was			red?							
Company Type:	-i	Corporati		Partners	hip	Individu	al	Joint Ve	nture	
Participation:		WBE	DBE		DVI	BE	М	BE	Fed 8A	(Small)
City:										
County:					· · · · · · · · · · · · · · · · · · ·					
State:										
List Company O	fficers:	Chairman:								
		CEO:								."
		CFO:								
		President:								
		Treasurer: Secretary:					·	***		
	,	/ice President:								
Current Trades		Union/Non-l								
If Union:	, copici	01110117110111		or Distri	ict	Numi	per of		Average	
	W. V									
				PROJEC	T EXPERIENCE					±
Contra	act Size R	ange	Number of Cont				!			
	to <	\$100,000								
\$100,000	to	\$500,000								
\$500,000	to	\$1,000,000								
\$1,000,000	to>	<b>+-/</b>								-
			L-,				Va	lue	Crew	Size
What is the larg	est single	project your o	company has exec	cuted ir	the past 10 (	ten) years?				
What is the larg	est single	project your o	company has exec	cuted ir	the past 2 (t	wo) years?				
14.					LEGAL:	i				
Has your compa	ny ever b	een involved i	n a lawsuit with a	Gener	al Contractor,	/CM?	YES		NO	
Describe case(s)	: (Add at	tachment if ne	eded)							

# CONTRACTOR POST-QUALIFICATION STATMENT



SAFETY & TRAINING:										
		*Submi	t hard copies	for the past 3 y	ears of OSH	A Form 300A				
Year	EMR Rate	OSHA Incident Rate (1)	OSHA Lost Time (2)	OSHA Citations	Total Recordable Cases	Lost Workday Cases	Total Number of Lost Workdays	Total Number of Fatalities		
Past 3 Years								• • • • • • • • • • • • • • • • • • • •		
Past 2 Years				1		ñ				
Past 1 Year										
Current Year						Ü				
Has your comp	any ever ha	d a fatality:			Yes:		No:			
(1) Total N	umber of re	cordable inciden	ts x 200,000 ,	/ number of hou	ırs worked b	y all employees	for year:			
(2) Total N	umber of los	t workday cases	x 200,000 / r	number of hour:	s worked by	all employees f	or year:			
Do you have a	full-time Saf	ety Director?			Yes:		No:			
If Yes: Safety C	ontact Nam	e:			Phone Num	ber:				
If No: Who is in charge of safety and to what extent?										
Do you have a	written Safe	ty Program?			Yes:	Submit Copy	No:			
Do you conduc	t job site au	dits?			Yes:		No:			
By Whom?										
How Often?										
Is it docume	nted?				Yes:		No:			
Do you hold "T	ool Box Talk	s" for employees	3?		Yes:		No:			
How Often?										
Is it docume	nted?				Yes:		No:			
Do you have ar	orientation	program for ne	w hires?		Yes:		No:			
If Yes: What	t does this ir	rclude?								
Do you have a	training pro	gram for new hir	ed or promot	ted foreman?	Yes:		No:			
If Yes: What	t does this ir	rclude?								
		e considered an	<del> </del>		Yes:		No: .			
	•	etent persons in		areas?						
	Scaffolding:	Yes	∐ No		Electrical:	Yes Yes	☐ No			
	Excavation:	Yes Yes	☐ No	Fall	Protection:	Yes	☐ No			
Cranes	& Rigging:	Yes	☐ No	Con	fined Space:	Yes	No No			
	Haz-Com:	∐ Yes	∐ No	Stair	s & Ladders:	∐ Yes	☐ No			
	ower Tools:	Yes	☐ No		PPE:	Yes	☐ No			
Fire	Protection:	Yes	☐ No		Other:	Yes	☐ No			
				TECHNOLOG						
CAD Capabilitie					2-D CAD		3-D CAD/BIM			
Software Name	and numbe	er of years in use	:							
				LEED:						
Number of LEE	D AP's on sta				·		V B!!!			
		List LEED P	rojects:				Year Built:			
							***			
								V-1011111		

# **CONTRACTOR POST-QUALIFICATION STATMENT**



		FINANCIAL INFORM	AATION:	
Name of Fina	ncial Institution:			
Contact Name	e:			,
Telepohone N	Number:		And History	
	If requested, please	provide a copy of your lates	t audited or reviewed Balanc	e Sheet.
Open Line of				
Sales & Backlo	og:			
Years	Gross Sales (By Trade or Division)	Gross Sales (Total For Company)	Backlog \$ (By Trade)	Backlog in Month
Past 3 Years				
Past 2 Years				
Past 1 Year				
Current Year				
Bonding:				
What is vo	ur bonding capacity?			
	e maximum bond you are able	to provide for a project?		
	e maximum bond you are able		niect?	
	ur bonding capacity?	\$/Job =	\$ Total Aggregate	9 =
	Please submit a letter from t			
Bonding Agen		Contact Name:		Telephone:
Surety Compa		Contact Name:		Telephone:
		CREDIT REFEREN	CES:	15 (15 (5 × 7) = 1, 1 = 1 = 1 = 1 = 1 = 1
1. Name of Ve	ndor:			
Contact Nar	ne:			
Telepohone	Number:			
2. Name of Ve				
Contact Nan	ne:			
Telepohone	Number:			
3. Name of Ve				
Contact Nan	me:			
Telepohone	Number:		· · · · · · · · · · · · · · · · · · ·	
		CLIENT REFEREN	CES:	×
1. Project Nam	ne:	, <u>, , , , , , , , , , , , , , , , , , </u>		
Value of Cor	ntract:			·
Owner / Ger	neral Contractor (CM):			
Contact Nan	ne:	Telephone:	Email:	`
2. Project Nam	ne:			
Value of Cor	ntract:			
Owner / Ger	neral Contractor (CM):			
Contact Nan	ne:	Telephone:	Email:	
3. Project Nam	ne:			
Value of Cor	ntract:			
Owner / Ger	neral Contractor (CM):			
Contact Nan	ne:	Telephone:	Email:	
Signature:		]	Date:	
Print Name:		7	itle:	

# PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Construction Administration of the project contract requirements, communications, and documentation.
- B. Related Sections:
  - 1. Division 01 All Sections related to the implementation and extents of integration of the Web Based Construction Administration system within the processes.

## 1.3 EQUIPMENT REQUIREMENTS

- A. Office Based requirements:
  - 1. PC
  - 2. Scanner
  - 3. Internet access: Capable of uploading and downloading file sizes of 5mb, minimum
  - 4. Printer
  - 5. Adobe Acrobat or other pdf editing program is recommended to edit and mark up scanned images

#### 1.4 SYSTEM DISCRIPTION

- A. Basis-of-Design: "Procore" is a web based program designed for project tracking of all phases of a project. For this project it will be used for Construction Administration consisting of but not limited to: Storage and Opening Documents, Submittals, RFIs, Proposal Requests, Change Orders, ASIs, Documented Communications, Photos, Construction Change Directives, Closing Documents, and Communications.
- B. "Procore" will be provided by Camosy at no cost to the Subcontractor.
  - 1. Web Site: www.procore.com

# C. Procore Project Access

Procore project access will be provided after awarding of contracts. Each
Subcontractor having access <u>must</u> assign a Procore Manager. This person will
represent your company and will be responsible for all activities relating to the use
of Procore. Other users can be assigned access to do submittals, make RFIs, view
documents, download and print.

#### 2. Process for initial access:

a. Each User shall be sent an e-mail inviting to join project team and providing each user with direction on how to establish your account access.

## E. CALENDAR

1. Posting of project related dates on public calendar.

### F. TEAM

- 1. Listing of team members including contact information.
- 2. Make sure to verify that your information is correct.
- 3. Assign all RFI's, ASI's, and Shop Drawings for design team in Procore to the Project Manager unless otherwise noted.
- 4. Assign PCO, PCCO, and Change Orders in Procore to the Project Manager unless otherwise noted.
- 5. Assign Pay Application, Billing, and Invoicing in Procore to either the Project Manager or Accounting unless otherwise noted.

#### 1.5 DOCUMENTATION

- A. USER PERMISSION LEVELS are assigned to each user, depending on specific tools and documents accessed. Abbreviations will be used in descriptions of areas where security is applicable. The following levels will be used:
  - 1. Admin Highest level of security and greatest access to information, all levels below.
  - 2. Internal Design team information, all levels below.
  - 3. External Construction related information, all levels below.

#### B. RECORD DOCUMENT

- 1. Bidding information user permissions to be determined
- 2. Construction Documents user permissions to be determined

#### C. CLOSE OUT DOCUMENTS

- 1. As-Build Documents
  - a. Final Subcontractor As-built Drawings pdf (P)
  - b. Final Specifications -pdf (P)
  - c. Operations and Maintenance Manuals pdf (P)
  - d. Maintenance Information pdf (P)
  - e. Warranties (P)

### 1.6 CONTRUCTION PROCESSES

### A. PROPOSAL REQUESTS

- 1. All potential contract modifications must be posted in Procore as a Proposal Request.
  - a. Owner /Architect / Engineer / Construction Manager initiated Proposal Requests are issued by the Architect or Engineer as outlined in Specification.
  - b. Subcontractor initiated Proposal Requests must be presented to the Owner / Architect / Engineer / Construction Manager as outlined in Specification.

#### B. CHANGE ORDER PROCEDURES

1. On Owner's approval of a Proposal Request, Architect / Engineer / Construction Manager will begin the Change Order Process.

### C. CONSTRUCTION CHANGE DIRECTIVE

1. Construction Change Directives may be issued by the Architect / Engineer / Construction Manager via Procore.

### D. REQUEST FOR INFORMATION – RFI

All Subcontractor initiated questions to the Architect / Engineer will be done
using the Procore RFI tool. The Architect / Engineer will document responses to
the question through Procore. The Subcontractor will have the opportunity to
accept the response or continue with a revision of the question. All
subcontractors should monitor RFIs for possible impact to their scope of work.

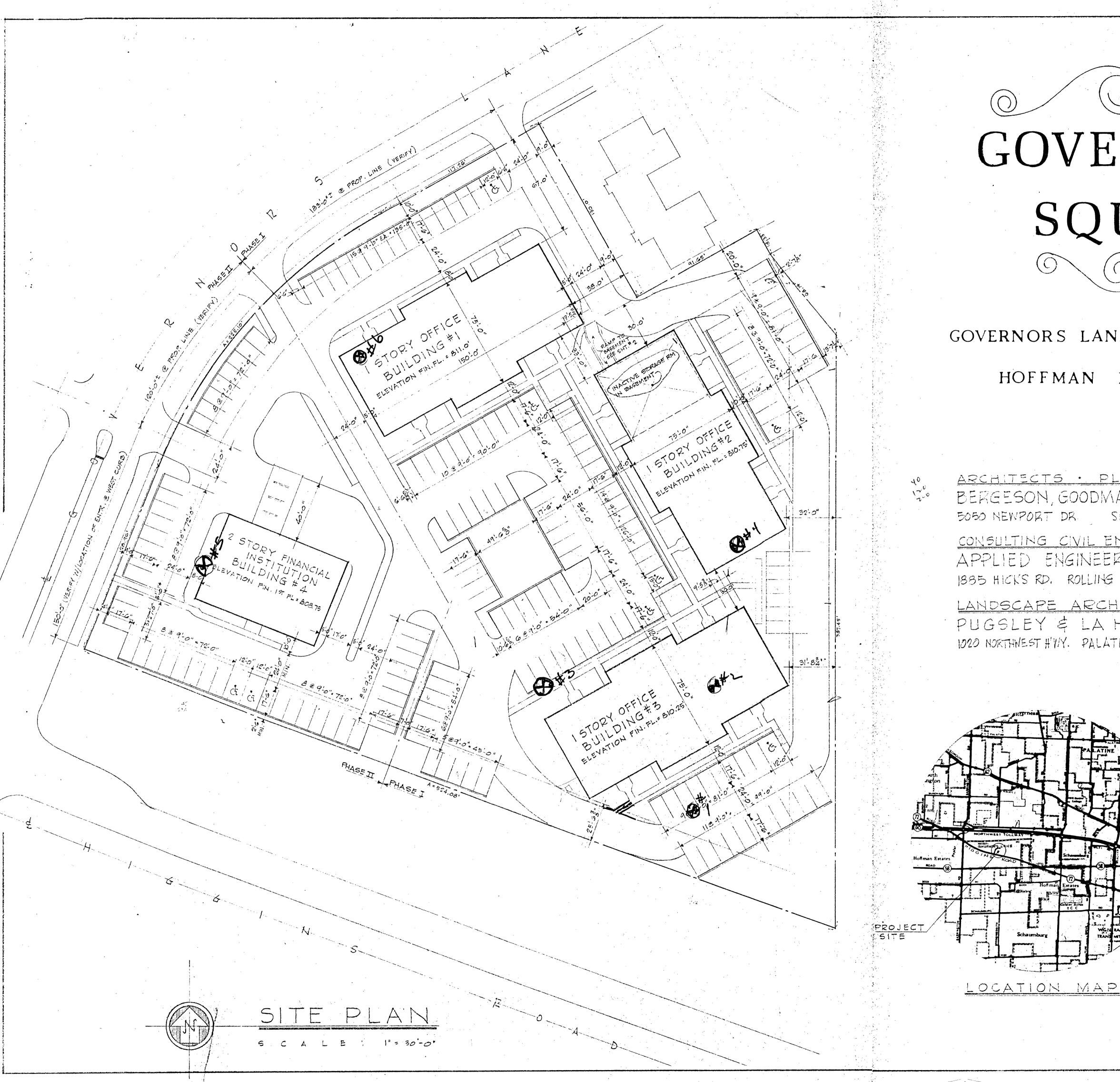
#### E. ARCHITECT OR ENGINEER SUPPLEMENTAL INFORMATION – ASI ESI

1. All Architect or Engineer initiated instructions or clarifications will be done using AIA Form G710 Architect's Supplemental Instruction or Engineers Supplemental Instruction form. Forms will be posted in Procore Transmittal Tool.

## F. SUBMITTALS

- 1. See Specification for basic submittal procedures. <u>ALL</u> submittals whether electronic or physically submitted MUST have a submittal response in Procore.
- 2. The submittal process will be further defined on award of contracts.

**END OF PROCORE CM SPEC** 





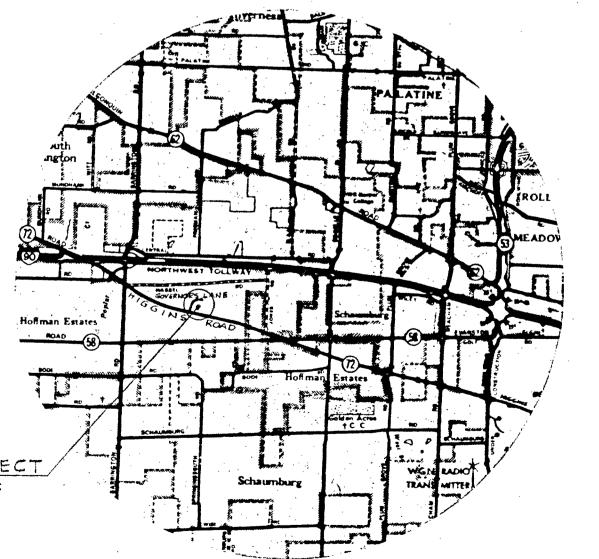
GOVERNORS LANE AT HIGGINS ROAD HOFFMAN ESTATES, ILL.

ARCHITECTS . PLANNERS BERGESON, GOODMAN, BERGER & ASSOC, INC. ROLLING MEADONS

CONSULTING CIVIL ENGINEERS APPLIED ENGINEERING CO. 1885 HICK'S RD. ROLLING MEADOWS

LANDSCAPE ARCHITECT PUGSLEY & LA HAIE 1020 NORTHWEST H'YM. PALATINE, IL.





SOIL 3000 P.S.F.

CONCRETE 3000 P.S.I. & 28 DAYS

STEEL 36.0 K.S.I.

L.L. ROOF 30 #/EI SNOW

L.L. FLOOR 50 #/EI

REINF, STL. A-GIS GRADE GO, 24. K.S.I.

LUMBER: MIN: STUPS fc=375 RS.I., E=900,000

PLATES fc 1=290 RS.I. HDRS. fb=1,200,000

WIND-15#/EI

E=1,200,000

INDEX TO DRAWINGS

2 FOUNDATION PLAN & DETAILS

4 ELEVATIONS & WALL SECTIONS

5 ROOF FRAMING PLAN & DETAILS

FLOOR PLAN & DETAILS

6 SECTIONS & DETAILS

DESIGN LOADS

E-1 ENGINEERING PLAN

L-1 LANDSCAPE PLAN.

SHT # TITLE

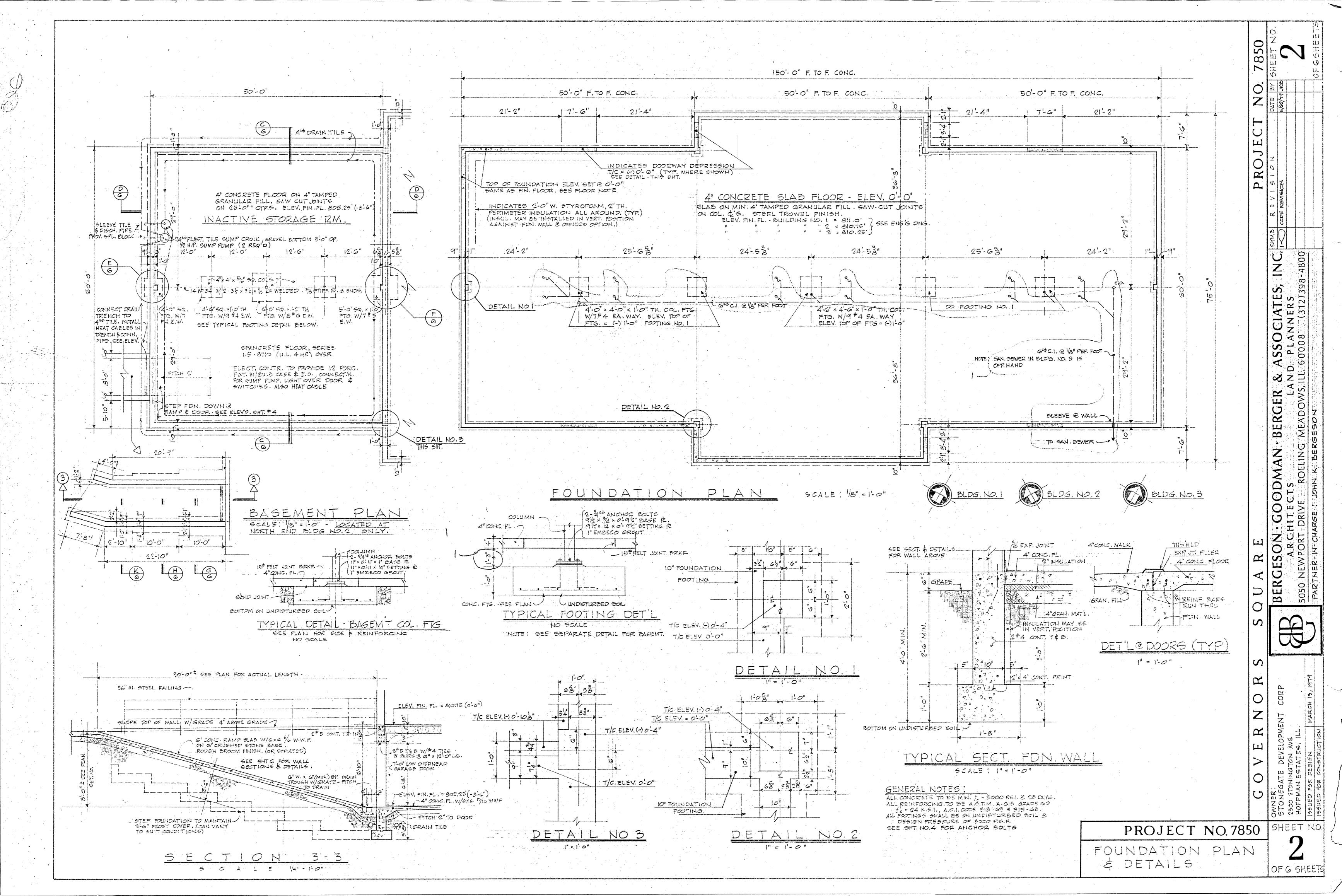
1 SITE PLAN

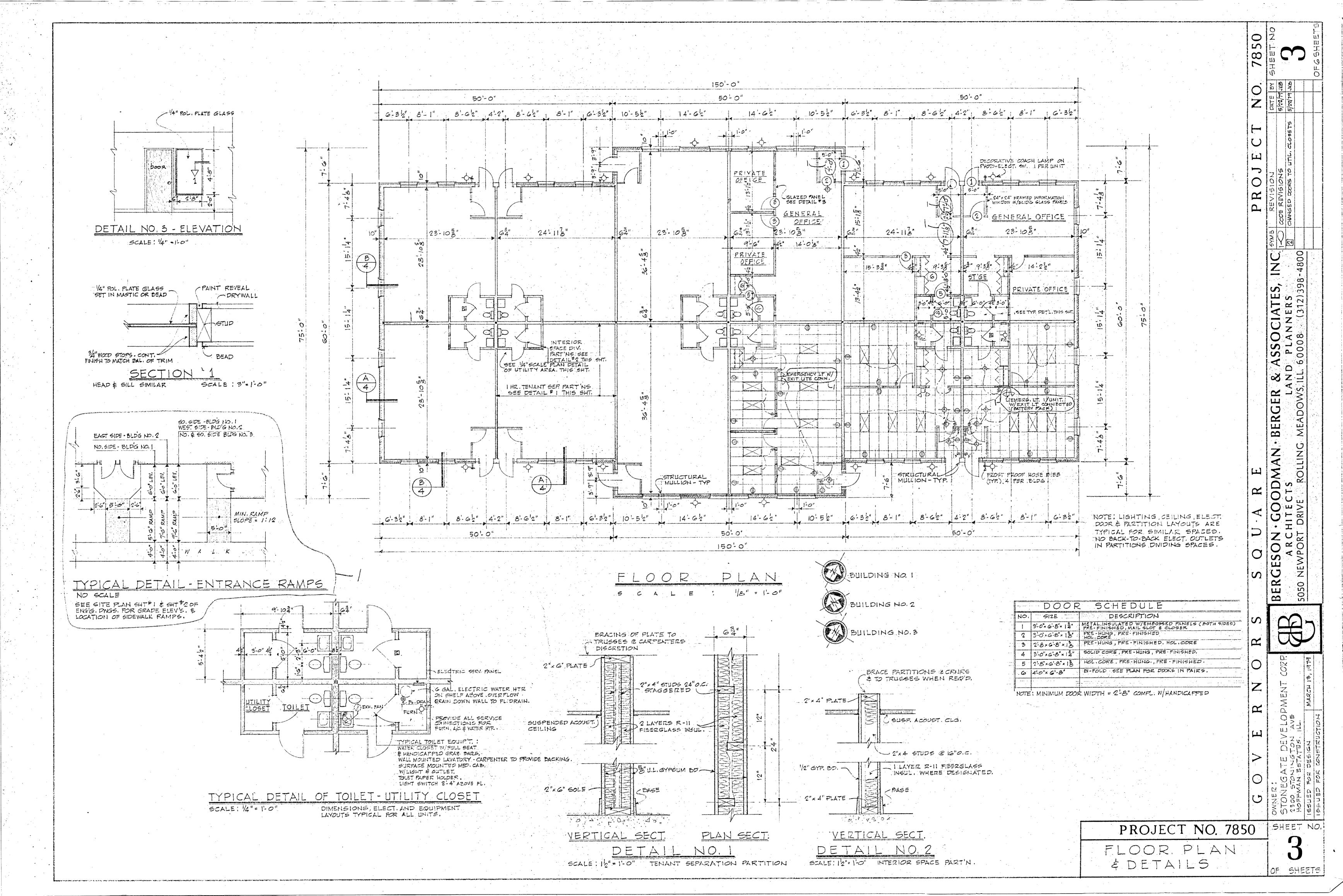
PROJECT NO. 7850

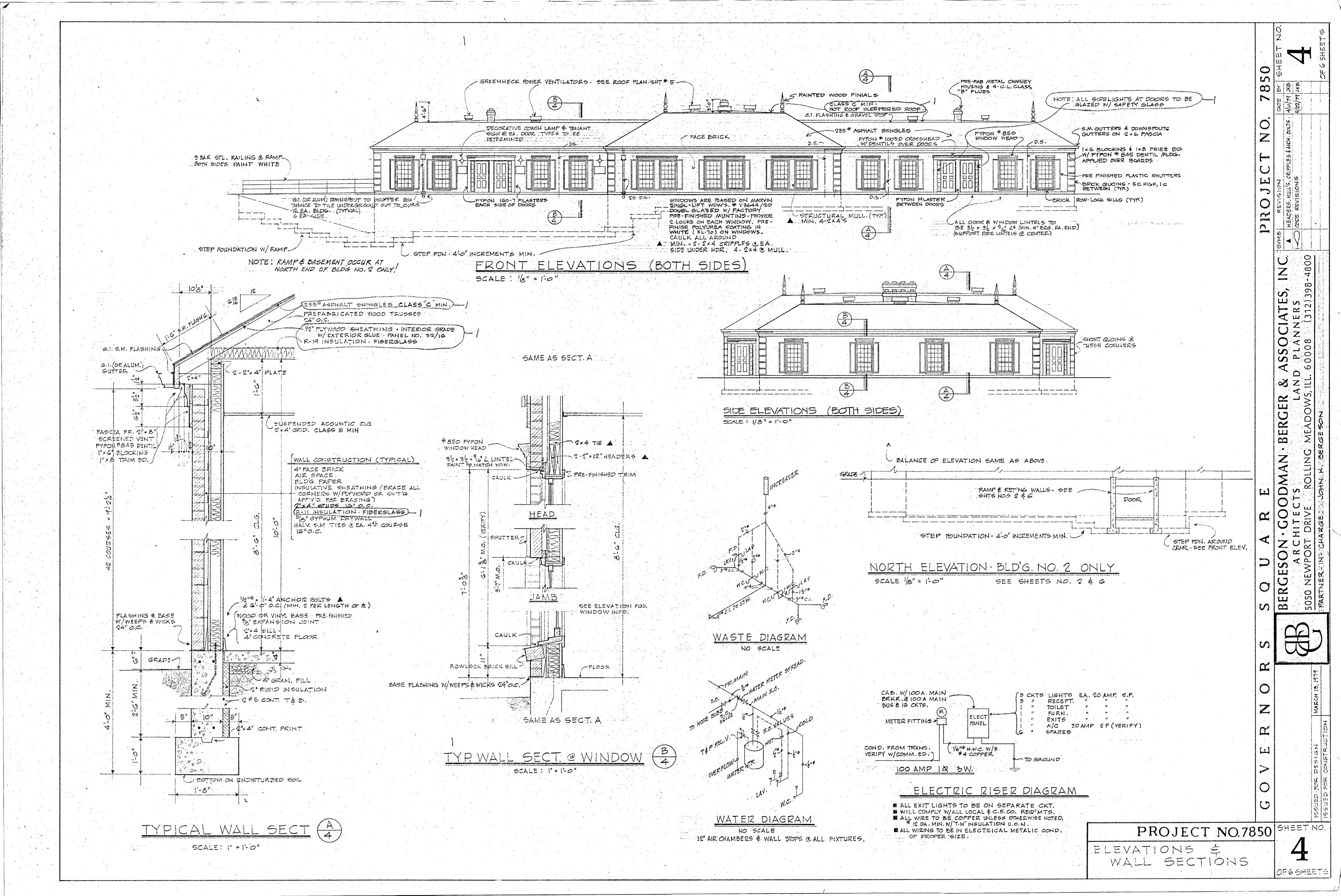
SITE PLAN

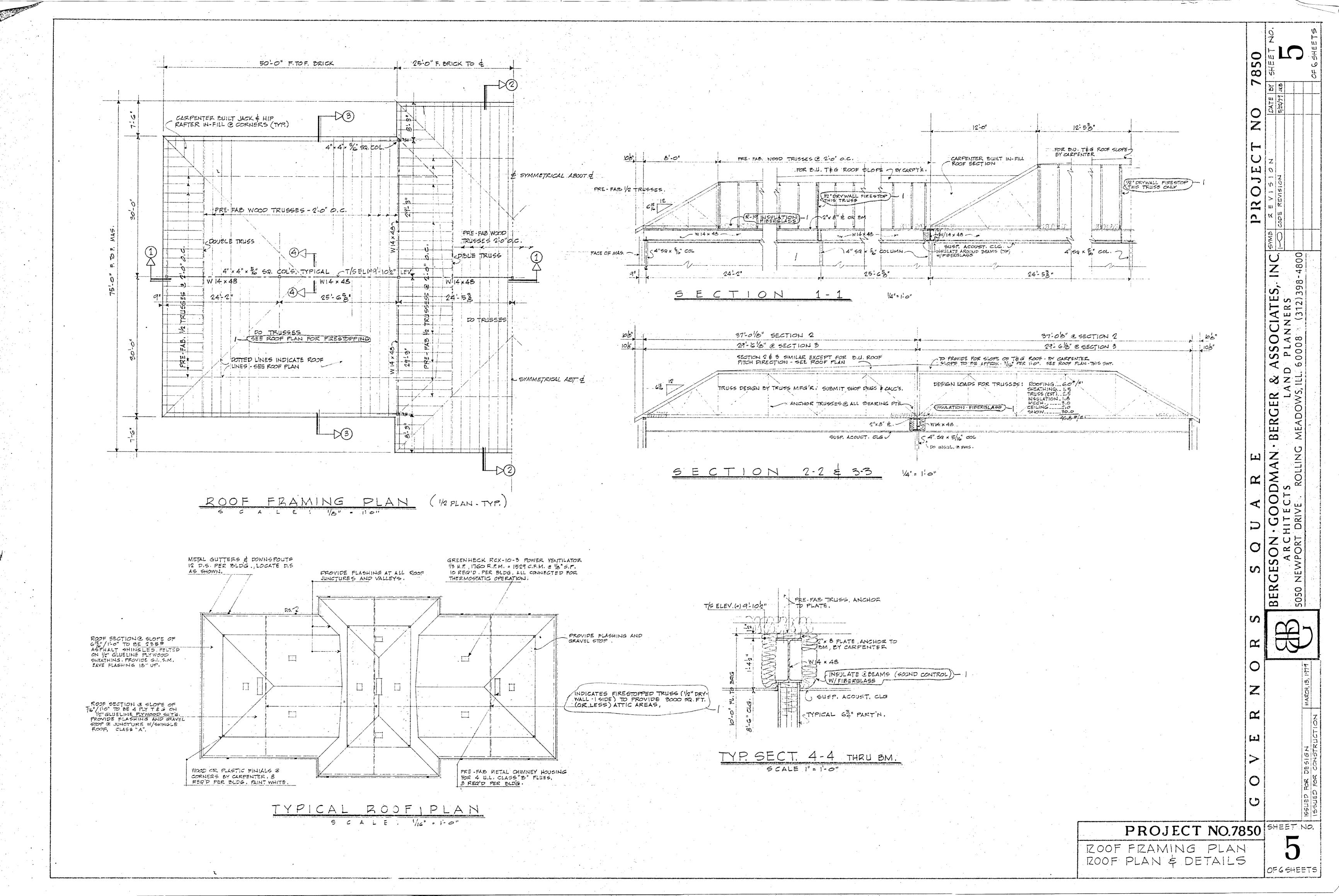
SHEET NO. OF 6 SHEETS

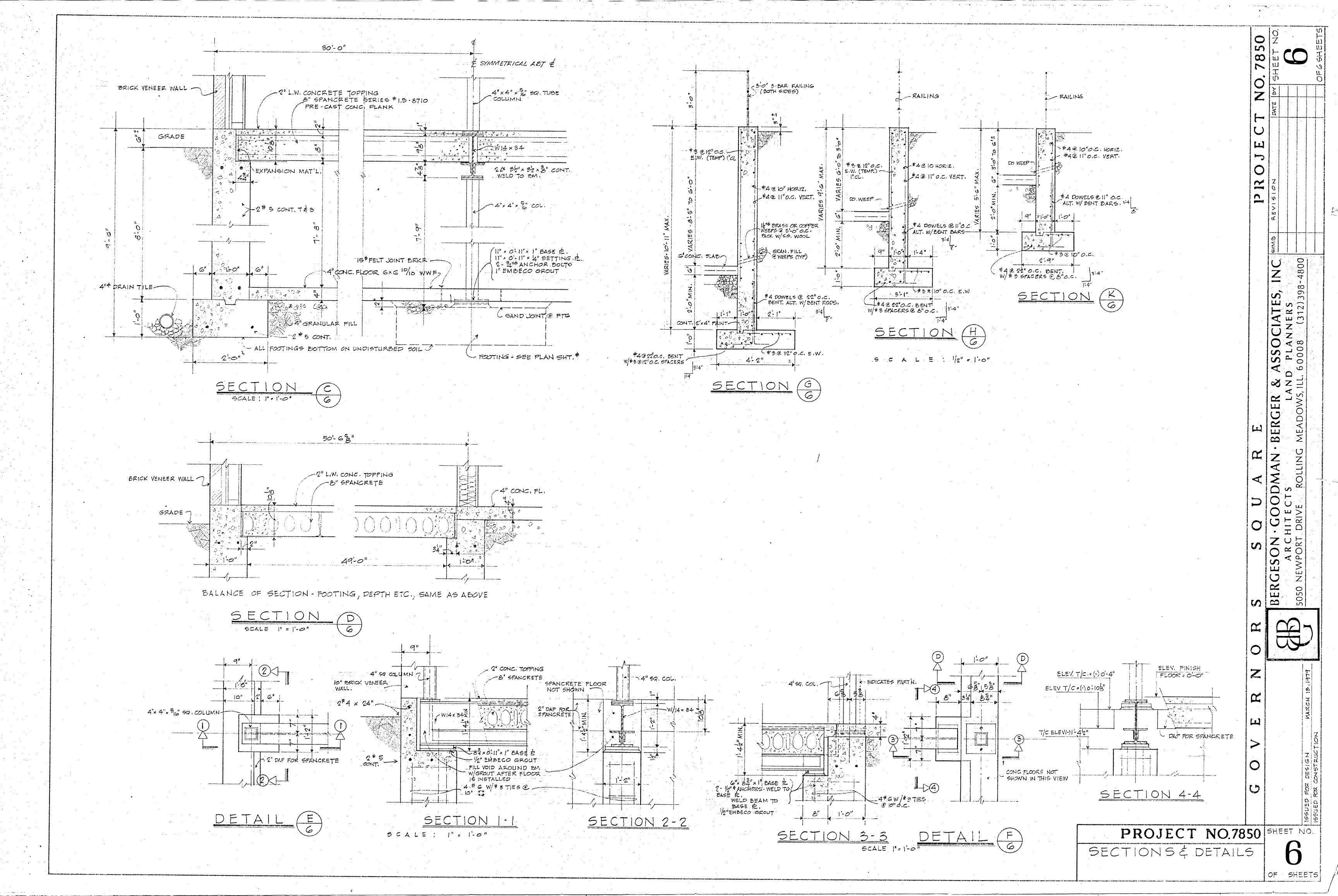
O U A

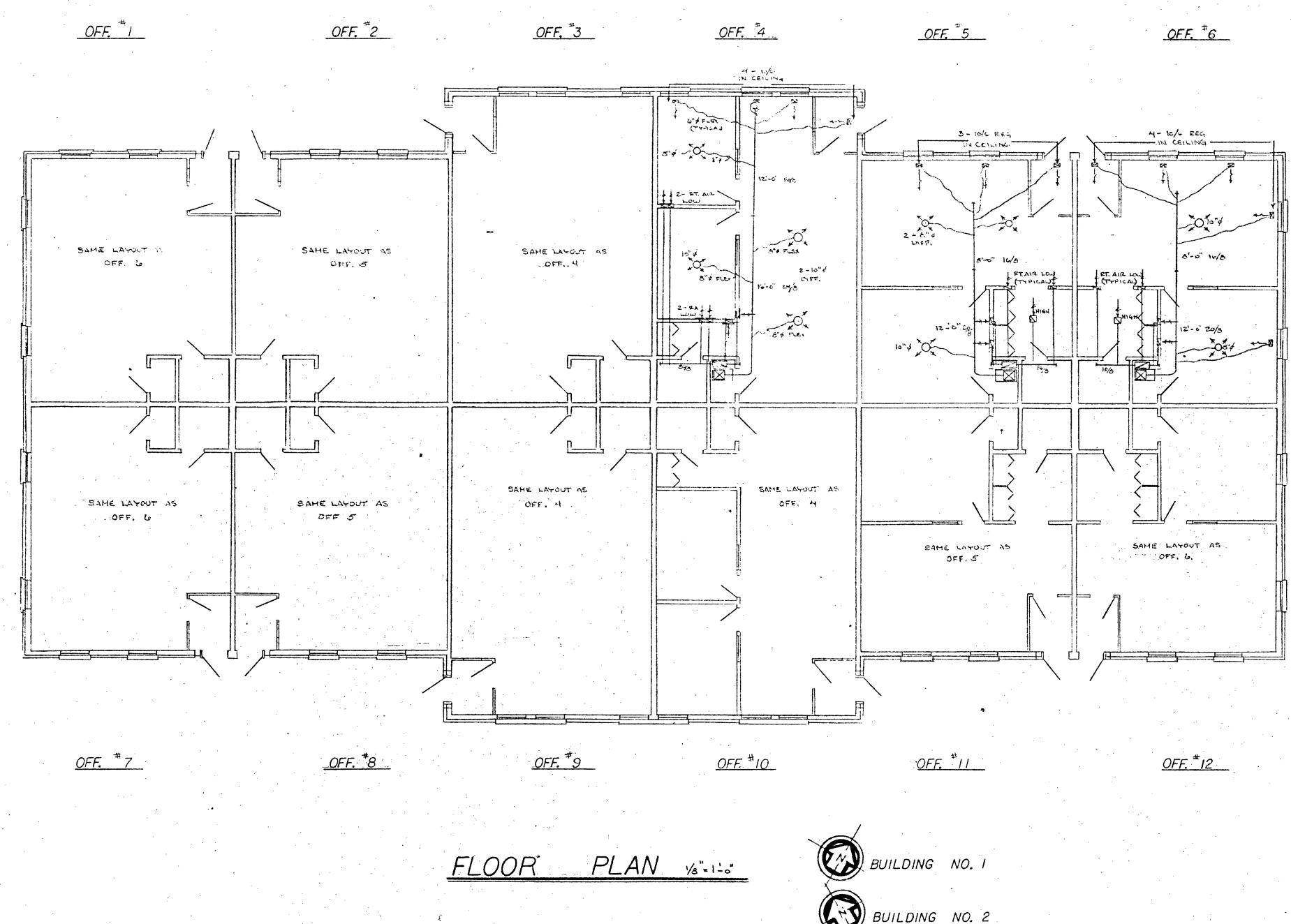


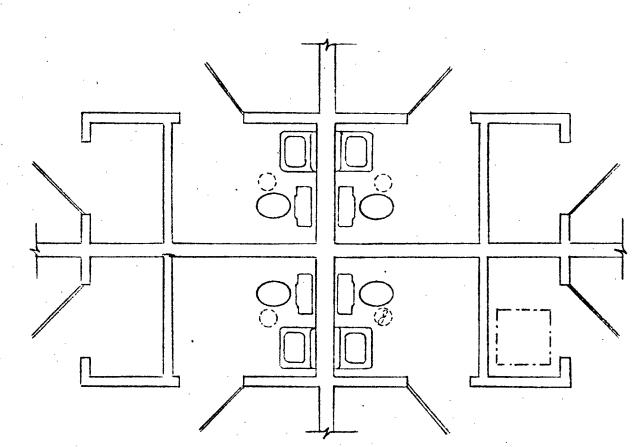




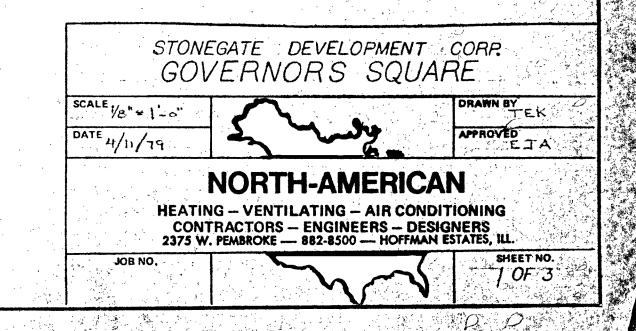


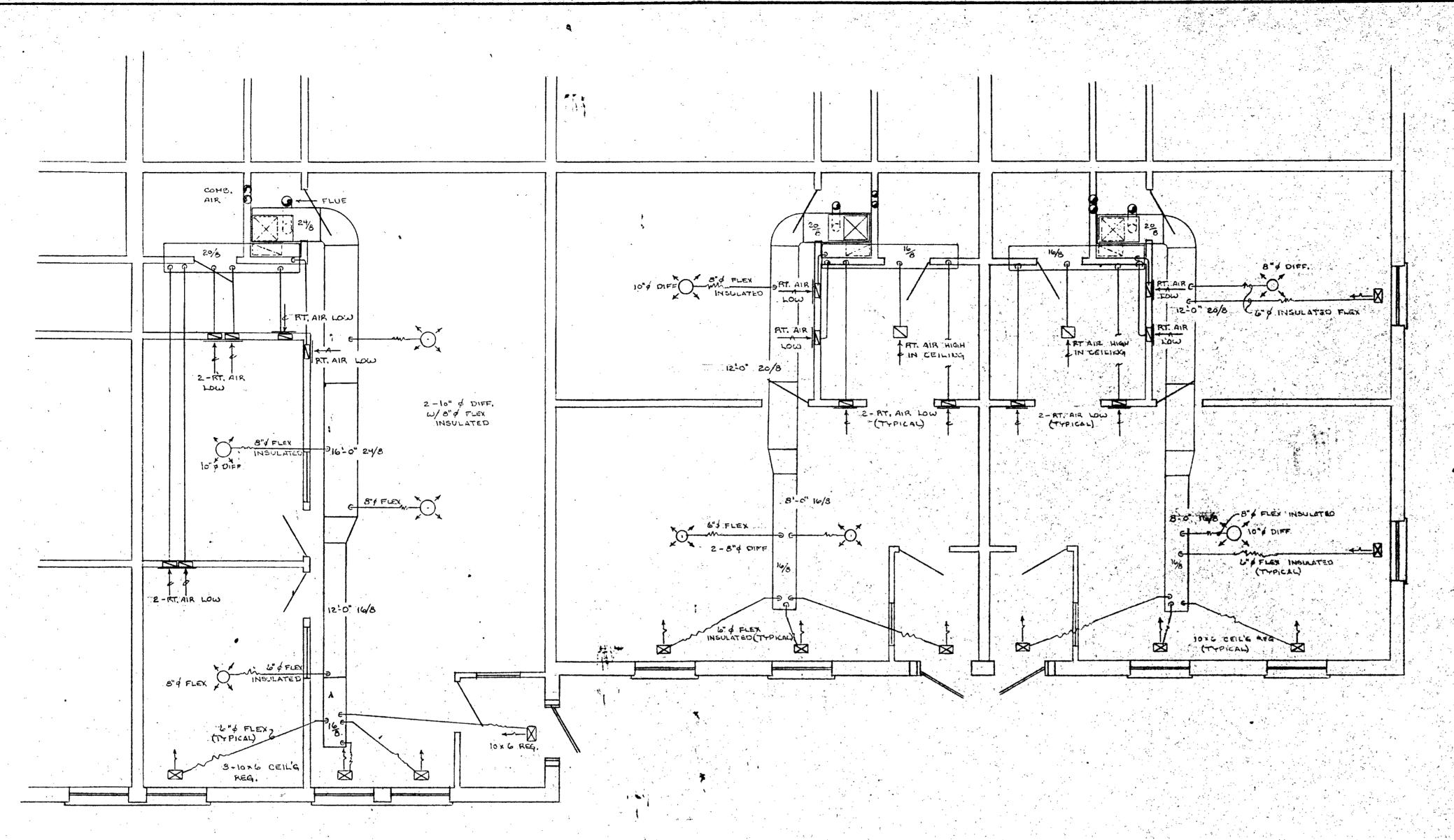




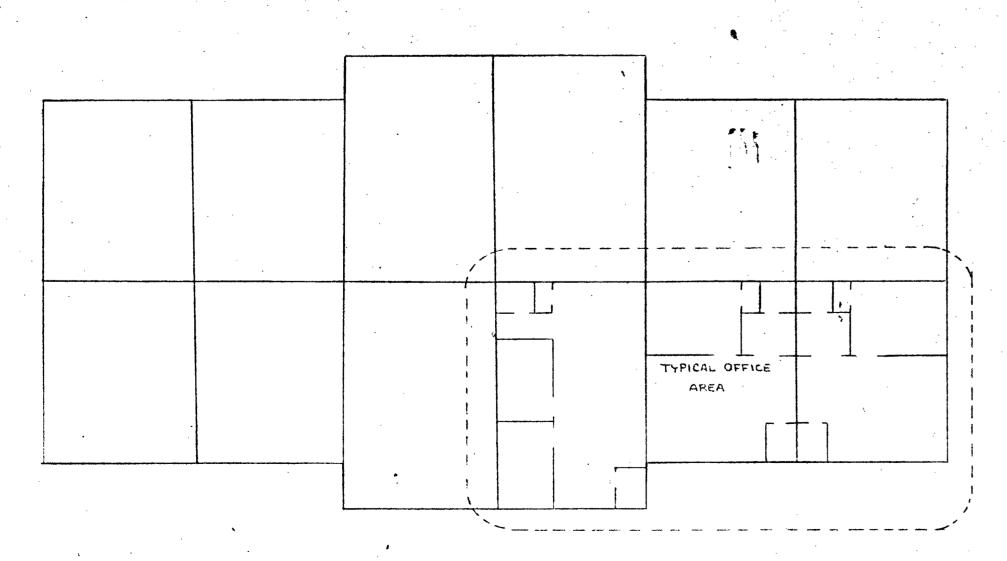


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EQUIPMENT SCHEDULE

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NOTE ALL SUPPLY DUCT TO BE INSULATED W/Y DUCT LINING - INSULATED FLEXABLE ROUND DUCTS TO ALL SUPPLY DIFFUSERS



Architectural Design Milestones FGM	Owner	Arch/ Eng	СМ	Target Date	Actual Date
Site Demolition Plan FGM / Pinnacle (We will include the existing Drawings)		X		Thursday, September 4, 2025	-
Temporary Construction Fence, Erosion Control & Construction Entrance		X		Thursday, September 4, 2025	-
Gradation Specification for Crushing Concrete into CA-6		X		Thursday, September 4, 2025	-
Preconstruction Services Milestones Camosy	Owner	Arch/ Eng	CM	Target Date	Actual Date
Environmental Reports (True North)			X	Friday, August 1, 2025	1-Aug
Bid Package Instructions to Bidders			X	Friday, September 5, 2025	-
Invitations to subcontractors			X	Tuesday, September 9, 2025	-
Mandatory Prebid Walkthrough for Subcontractors			X	Tuesday, September 16, 2025	-
Bid Day			X	Wednesday, September 24, 2025	-
Subcontractor Vetting & Contracting			X	Friday, September 26, 2025	-
Apply for Cook County Permit (This requires a Subcontractor to Apply)			X	Wednesday, October 1, 2025	-
Construction Milestones	Owner	Arch/ Eng	СМ	Target Date	Actual Date
ComED / Nicor Utility Disconnection	X	X	X	Wednesday, October 1, 2025	-
Temporary Construction Fence, Erosion Control & Construction Entrance			X	Tuesday, October 14, 2025	<del>-</del>
Abatement Demolition			X	Friday, October 17, 2025	-
Buildings Demolition			X	Monday, November 3, 2025	-
Concrete Foundations, Curbs & Sidewalk Demolition & Crushing			X	Monday, November 17, 2025	-
Asphalt Milling & Stockpiling			X	Monday, December 1, 2025	_
Permitting Milestones	Owner	Arch/ Eng	СМ	Target Date	Actual Date
ComED / Nicor Utility Disconnection / Temp Power Submission	Х	Х	Х	Monday, October 27, 2025	-

Apply for Cook County Abatement Permit (This requires a Subcontractor to Apply)			X	Wednesday, October 1, 2025	-
Receive Cook County Abatement Permit			X	Tuesday, October 14, 2025	-
Apply for Cook County Demoltion Permit (This requires Abatement to be complete)			X	Tuesday, October 21, 2025	-
Receive Cook County Demolition Permit			X	Tuesday, October 28, 2025	-
MWRD Submission	X	X	X	?	-
Village Permit Submission	X			?	-
Soil Borings Completed	X	X		Wednesday, December 10, 2025	-





O: 630.717.2880 F: 630.689.5881

ConsultTrueNorth.com

July 30, 2025

Mr. Todd R. Peyron Camosy Construction 43451 North US Highway 41 Zion, Illinois 60099

Subject: Hazardous and Regulated Materials Assessment

2170, 2180, 2190 West Higgins Road, Hoffman Estates, Illinois 60169

True North Project No. T254689.2

Mr. Peyron:

True North Consultants, Inc. (True North) was retained by Camosy Construction (Client) to conduct a Hazardous and Regulated Materials Assessment within the interior and exterior of the building located at 2170 (100 Suites), 2180 (200 Suites), and 2190 (300 Suites) in Hoffman Estates, Illinois (Site). Assessment services were provided on July 15, 2025, under the direction of an Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) curriculum certified environmental technician

### **Purpose**

The purpose of the hazardous and regulated materials assessment was to identify the presence, location, and approximate quantity/volume of suspect hazardous materials and universal waste materials present at the Site. Materials identified during the assessment included those materials that are known or suspected to be classified as a hazardous or universal waste upon termination of use. The scope of work did not include the sampling or characterization of identified materials.

#### **Assessment Activities**

True North performed an assessment of the building to identify building materials and components that may be regulated for disposal under existing federal, state and local regulations. The location and type of material was documented for future reference.

Potential hazardous materials and other regulated materials surveyed included materials that have the potential to become regulated wastes upon termination of use. Materials identified during the assessment included hazardous waste materials as defined under 40 CFR Part 261-271 of the *Resource Conservation and Recovery Act* (RCRA); universal waste materials as defined under 40 CFR Part 273 *Standards for Universal Waste Management*; polychlorinated biphenyls as defined in 40 CFR Part 761 of the *Toxic Substances Control Act* (TSCA); and ozone depleting substances as defined within 40 CFR Part 82 of the USEPA *Clean Air Act*.

# **Summary of Results**

The following table provides an inventory of materials identified at the Site that may be classified as hazardous waste or universal waste upon disposal.



Table 1: Hazardous & Other Regulated Material Inventory						
Material Description	Identified?	Number of Units	Notes			
Aerosol Cans	No	N/A	Aerosol cans were not identified at the Site.			
Appliances (White Goods)	Yes	30	Hot Water Heater Tanks were identified at the Site. Tanks are located within each bathroom in each suite.			
Fluorescent Bulbs	Yes	300	Fluorescent lamps were identified at the site.			
High Intensity Discharge Lamps	No	N/A	HID lamps were not identified at the Site.			
Batteries	Yes	>25	Emergency lights were identified at the site.			
Chemical Wastes	No	N/A	Chemical wastes were not identified at the Site.			
Computer and Other Electronics	No	N/A	Computers and other electronics were not identified at the Site.			
Exit Signs	Yes	>15	Exit Signs were identified at the site. Exit signs appear to have backup batteries. No self-illuminating signs were observed.			
Gas Cylinders and Fire Extinguishers	Yes	>5	Fire extinguishers were identified at the Site.			
Lighting Fixtures/Polychlorinated Biphenyl Containing Ballasts	Yes	8- Ballasts	Suspect PCB containing ballasts were identified at the Site.			
Meters & Switches	Yes	3-Meters	Gas meters were identified at the Site.			
Mold	Yes	Sporadic throughout	Indications of moisture intrusion were identified at various locations and therefore any impacted materials should be mitigated during demolition/renovation activities.			
Pesticides	No	N/A	No pesticides were identified at the Site.			
Pharmaceuticals and Medical Waste	No	N/A	No pharmaceuticals or medical waste were identified at the Site.			
Radioactive Equipment and Waste	No	N/A	No radioactive equipment or waste were identified at the site.			
Sanitizers	No	N/A	No sanitizers were identified at the Site.			
Smoke Detectors	Yes	>5-Detectors	Smoke Detectors were identified at the Site. Upon removal of devices contractor to verify whether radioactive elements are present.			



Solvents / Chemical Storage	No	NA	No solvents or containerized chemicals were identified at the Site.
Other (Please Describe)	No	N/A	No other suspect regulated materials were identified.

# **Findings**

Potential hazardous materials, universal waste materials and other regulated materials were evaluated during the survey. Based upon the findings of the hazardous and other regulated materials assessment, hazardous and/or universal waste materials were identified at the Site as identified in the above table.

Materials that meet the definition of hazardous waste may be subject to special handling and disposal requirements under RCRA regulations. Universal waste materials are often subject to less stringent waste disposal criteria than other hazardous wastes to encourage the proper disposal and/or recycling of these materials. These materials should typically be containerized prior to demolition activities and disposed of or recycled by an approved facility. Therefore, True North recommends that the disposal of regulated materials be performed by a qualified contractor in accordance with federal, state and local regulations.

It should be noted that materials that may be suitable for their initial intended use are not classified as "waste" materials until which time the material has been designated for disposal. Therefore, certain items may be considered for salvage in lieu of disposal as applicable.

# **General Remarks**

Enclosed with this letter are copies of analytical results and consultant credentials. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

TRUE NORTH CONSULTANTS

Todd Huffer

**Principal Consultant** 

Michael D. Brennan Vice President





ConsultTrueNorth.com



July 24, 2025

Mr. Todd R. Peyron Camosy Construction 43451 North US Highway 41 Zion, Illinois 60099

Subject: Pre-demolition Asbestos-Containing Material and Lead-Based Paint Survey

2170, 2180, 2190 West Higgins Road, Hoffman Estates, Illinois 60169

True North Project No. T254689.2

Dear Mr. Peyron:

True North Consultants, Inc. (True North) was retained by Camosy Construction (Client) to conduct Asbestos-Containing Material (ACM) and Lead-Based Paint (LBP) sampling within the interior and exterior of the building located at 2170 (100 Suites), 2180 (200 Suites), and 2190 (300 Suites) in Hoffman Estates, Illinois (Site). Survey services were provided by an Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspector Todd Huffer (License No. 100-09870) and Lead Building Inspector (Roxana Ordonez – License No. 1001963) on July 15, 2025.

The purpose of the survey was to determine the asbestos content of discovered suspect asbestos-containing materials associated with the structure and to determine the lead-content of suspect LBP that may be impacted by planned demolition activities at the Site. A total of ninety-three (93) asbestos bulk samples and a total of three (3) lead paint chip samples were collected during the survey. The bulk samples were submitted to a National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis (Eurofins CEI, Inc. – Accreditation No. 101768-0). Paint chip samples were submitted to an American Industrial Hygiene Association (AIHA) National Lead Laboratory Accreditation Program (NLLAP) accredited laboratory for analysis (Eurofins iATL Labs – Accreditation No. 100188).

The bulk samples were analyzed for asbestos content in accordance with the procedures for Polarized Light Microscopy (PLM) with dispersion staining, contained in the Environmental Protection Agency (EPA) *Method for the Determination of Asbestos in Bulk Building Materials* (EPA/600/R-93/116). Results of sample analysis were reported as a percent composition. The following is a summary of PLM analytical results for sampled materials:

Summary of Findings Suspect Asbestos-Containing Materials:				
Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
		100 Suites		
Drywall	TH071525-01A - 03A	Throughout 100 Suites	N/A	None Detected



Summary of Findings Suspect Asbestos-Containing Materials:				
Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
Drywall Joint Compound	TH071525-04A - 06A	Throughout 100 Suites	N/A	None Detected
Yellow Carpet Mastic	TH071525-07A – 09A	Throughout 100 Suites	N/A	None Detected
12"x12" Light Blue Floor Tile	TH071525-10A – 12A	Throughout 100 Suites	N/A	None Detected
Yellow Mastic Associated with 12"x12" Light Blue Floor Tile	TH071525-13A – 15A	Throughout 100 Suites	N/A	None Detected
2'x4' Ceiling Tile	TH071525-16A – 18A	Throughout 100 Suites	N/A	None Detected
12"x12" Beige Floor Tile	TH071525-19A – 21A	Throughout 100 Suites	N/A	None Detected
Black Mastic Associated with 12"x12" Beige Floor Tile	TH071525-22A – 24A	Entry Vestibule	100 square feet	3% Chrysotile
12"x12" Black Floor Tile	TH071525-25A – 27A	Throughout 100 Suites	N/A	None Detected
Yellow Mastic Associated with Black Floor Tile	TH071525-28A - 30A	Throughout 100 Suites	N/A	None Detected
Exterior Door Caulk	TH071525-31A – 33A	Exterior Doors of 100 Suites	N/A	None Detected
Exterior Window Caulk	TH071525-34A - 36A	Exterior Windows of 100 Suites	N/A	None Detected
Roof Shingles	TH071525-37A -39A	Roof of 100 Suites	N/A	None Detected
		Suite 200's		
Drywall	TH071525-01B - 03B	Throughout 200 Suites	N/A	None Detected
Drywall Joint Compound	TH071525-04B - 06B	Throughout 200 Suites	N/A	None Detected



Summary of Findings Suspect Asbestos-Containing Materials:				
Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
Yellow Carpet Mastic	TH071525-07B - 09B	Throughout 200 Suites	N/A	None Detected
2'x4' Ceiling Tiles	TH071525-10B – 12B	Throughout 200 Suites	N/A	None Detected
12"x12" Beige Floor Tile	TH071525-13B - 15B	Throughout 200 Suites	N/A	None Detected
Yellow Mastic Associated with 12"x12" Beige Floor Tile	TH071525-16B - 18B	Throughout 200 Suites	N/A	None Detected
Exterior Door Caulk	TH071525-19B -21B	Exterior of 200 Suites	N/A	None Detected
Exterior Window Caulk	TH071525-22B - 24B	Exterior of 200 Suites	N/A	None Detected
Roof Shingles	TH071525-25B - 27B	Roof of 200 Suites	N/A	None Detected
		300 Suites		
Drywall	TH071525-01C - 03C	Throughout 300 Suites	N/A	None Detected
Drywall Joint Compound	TH071525-04C - 06C	Throughout 300 Suites	N/A	None Detected
Yellow Carpet Mastic	TH071525-07C - 09C	Throughout 300 Suites	N/A	None Detected
2'x4' Ceiling Tile	TH071525-10C - 12C	Throughout 300 Suites	N/A	None Detected
12"x12" Mottled Floor Tile	TH071525-13C - 15C	Throughout 300 Suites	N/A	None Detected
Yellow Mastic Associated with 12"x12" Mottled Floor Tile	TH071525-16C - 18C	Throughout 300 Suites	N/A	None Detected
Exterior Door Caulk	TH071525-19C - 21C	Exterior of 300 Suites	N/A	None Detected



Summary of Findings Suspect Asbestos-Containing Materials:									
Material Description         Sample Number(s)         Location(s)         Estimated Quantity         Asbestos Content									
Exterior Window Caulk	TH071525-22C - 24C	Exterior of 300 Suites	N/A	None Detected					
Roof Shingles	TH071525-25C - 27C	Roof of 300 Suites	N/A	None Detected					

Table Notes:

The Environmental Protection Agency (EPA) defines asbestos-containing materials as those materials that contain greater than 1% asbestos. **Based upon the results of analysis, asbestos-containing materials were identified at the Site.** 

Due to the health effects associated with asbestos exposure, various federal, state, and local agencies have promulgated standards and regulations for the performance of asbestos related activities. Specifically, asbestos-containing materials at the Site may be regulated by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Illinois Department of Public Health (IDPH), and other local agencies. In that asbestos-containing materials were identified at the Site, the aforementioned asbestos regulations may apply to the removal or disturbance of these materials. The EPA also requires formal notification prior to structural demolition activities regardless of the presence or absence of asbestos-containing materials.

The survey was performed to identify the approximate quantities and locations of asbestos-containing materials present. Quantities of materials referenced within the report are solely intended to be "estimate" of those quantities present and are not intended to be exact or otherwise utilized for bid purposes.

	Summary of Findings: Suspect Lead-Based Paint										
Material Location	Substrate	Lead Concentration									
Paint on Wood Trim – 100 Suite Building	LP-01A	White	Exterior Trim	Wood	<84 ppm						
Paint on Wood Trim – 200 Suite Building	LP-01B	White	Exterior Trim	Wood	<82 ppm						
Paint on Wood Trim – 300 Suite Building	LP-01C	White	Exterior Trim	Wood	81 ppm						

Notes:

The United States EPA and Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing defines LBP as paint that contains greater than 0.5% lead by weight (5,000 parts per million) or 1.0 mg/cm2 by X-ray fluorescence. The U.S. Occupational Safety and Health Administration (OSHA) Lead in Construction Standard (29 CFR 1926.62) regulates occupational

<sup>(1)</sup> The scope of sampling was limited to the aforementioned materials only. In the event that additional suspect asbestos-containing materials are identified during planned demolition/renovation activities additional testing may be required.

<sup>(2)</sup> Any quantities of material identified within this report are solely intended to be estimates and are not intended to be exact.

The scope of sampling was limited to the aforementioned surface coating only and did not include an evaluation of base metals.

<sup>(4)</sup> The current EPA/HUD Standard for lead-based paint is set at 0.5% by weight or 5,000 parts per million.



exposure to lead regardless of the concentrations of lead present. Lead paint scrapings, sandblasting waste, and loose paint chips/dust generated during demolition or renovation activities may be classified as a hazardous waste, according to state and federal regulations.

Based upon the results of analysis, concentrations of lead were detected below the EPA LBP Standard of 5,000 ppm for sampled painted surfaces. In the event that work activities are performed that could result in occupational exposure to contaminants of concern or the generation of regulated waste materials, appropriate measures should be implemented to protect workers and the environment.

The scope of testing performed was limited to representative paint sampling and does not constitute a comprehensive EPA/HUD lead-based paint inspection. If additional painted surfaces are identified during demolition or renovation activities that have not been previously evaluated, additional testing is recommended. The results of analysis are not intended to be utilized for the purpose of hazardous waste characterization.

Enclosed with this letter are copies of laboratory analytical results and inspector credentials. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

TRUE NORTH CONSULTANTS

Todd Huffer Principal Consultant Roxana Ordonez Staff Consultant

Attachments: Attachment A – Laboratory Analytical Report

Attachment B – Inspector Credentials Attachment C – Photo Documentation



# ATTACHMENT A Analytical Report

July 21, 2025

Todd Huffer True North Consultants, Inc. (IL) 1000 East Warrenville Road Suite 140 Naperville, IL 60563

**CLIENT PROJECT:** Hoffman Estates, T254689.2

**LAB CODE:** 674495-1

Dear Todd,

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on July 17, 2025. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA 40 CFR Appendix E to Subpart E of Part 763: Interim Method of the Determination of Asbestos in Bulk Insulation Samples.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% by calibrated visual estimate.

Thank you for your business and we look forward to continuing good relations.

Kind Regards,

Tianbao Bai, Ph.D., CIH Laboratory Director

NVLAP 101768-0



# **ASBESTOS ANALYTICAL REPORT By: Polarized Light Microscopy**

### **Prepared for**

### True North Consultants, Inc. (IL)

CLIENT PROJECT: Hoffman Estates, T254689.2

LAB CODE: 674495-1

TEST METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart

E of Part 763

REPORT DATE: 07/21/25



**Project:** Hoffman Estates, T254689.2 **Lab Code:** 674495-1

Client ID	Lab ID	Layer	Sample Description	Asbestos %
TH071525-01A	3554629		White drywall	None Detected
TH071525-02A	3554630		White drywall	None Detected
TH071525-03A	3554631		White drywall	None Detected
TH071525-04A	3554632		Cream joint compound	None Detected
TH071525-05A	3554633		Cream joint compound	None Detected
TH071525-06A	3554634		Cream joint compound	None Detected
TH071525-07A	3554635		Tan carpet mastic	None Detected
TH071525-08A	3554636		Tan carpet mastic	None Detected
TH071525-09A	3554637		Tan carpet mastic	None Detected
TH071525-10A	3554638		Light-blue floor tile	None Detected
TH071525-11A	3554639		Light-blue floor tile	None Detected
TH071525-12A	3554640		Light-blue floor tile	None Detected
TH071525-13A	3554641		Tan mastic	None Detected
TH071525-14A	3554642		Tan mastic	None Detected
TH071525-15A	3554643		Tan mastic	None Detected
TH071525-16A	3554644		White ceiling tile	None Detected
TH071525-17A	3554645		White ceiling tile	None Detected
TH071525-18A	3554646		White ceiling tile	None Detected
TH071525-19A	3554647		Beige floor tile	None Detected
TH071525-20A	3554648		Beige floor tile	None Detected
TH071525-21A	3554649		Beige floor tile	None Detected
TH071525-22A	3554650		Tan-black mastic	Chrysotile 3%
TH071525-23A	3554651		Sample Not Analyzed per C	lient Request
TH071525-24A	3554652		Sample Not Analyzed per C	lient Request
TH071525-25A	3554653		Black floor tile	None Detected
TH071525-26A	3554654		Black floor tile	None Detected



**Project:** Hoffman Estates, T254689.2 **Lab Code:** 674495-1

Client ID	Lab ID	Layer	Sample Description	Asbestos %
TH071525-27A	3554655		Black floor tile	None Detected
TH071525-28A	3554656		Tan mastic	None Detected
TH071525-29A	3554657		Tan mastic	None Detected
TH071525-30A	3554658		Tan mastic	None Detected
TH071525-31A	3554659		White caulk	None Detected
TH071525-32A	3554660		White caulk	None Detected
TH071525-33A	3554661		White caulk	None Detected
TH071525-34A	3554662		Black caulk	None Detected
TH071525-35A	3554663		Black caulk	None Detected
TH071525-36A	3554664		Black caulk	None Detected
TH071525-37A	3554665	Layer A	Gray-brown roofing shingle	None Detected
		Layer B	Gray roofing shingle	None Detected
TH071525-38A	3554666	Layer A	Gray-brown roofing shingle	None Detected
		Layer B	Gray roofing shingle	None Detected
TH071525-39A	3554667	Layer A	Gray-brown roofing shingle	None Detected
		Layer B	Gray roofing shingle	None Detected
TH071525-01B	3554668		White drywall	None Detected
TH071525-02B	3554669		White drywall	None Detected
TH071525-03B	3554670		White drywall	None Detected
TH071525-04B	3554671		Cream joint compound	None Detected
TH071525-05B	3554672		Cream joint compound	None Detected
TH071525-06B	3554673		Cream joint compound	None Detected
TH071525-07B	3554674		Tan carpet mastic	None Detected
TH071525-08B	3554675		Tan carpet mastic	None Detected
TH071525-09B	3554676		Tan carpet mastic	None Detected
TH071525-10B	3554677		White ceiling tile	None Detected



**Project:** Hoffman Estates, T254689.2 **Lab Code:** 674495-1

Client ID	Lab ID	Layer	Sample Description	Asbestos %
TH071525-11B	3554678		White ceiling tile	None Detected
TH071525-12B	3554679		White ceiling tile	None Detected
TH071525-13B	3554680		Beige floor tile	None Detected
TH071525-14B	3554681		Beige floor tile	None Detected
TH071525-15B	3554682		Beige floor tile	None Detected
TH071525-16B	3554683		Tan mastic	None Detected
TH071525-17B	3554684		Tan mastic	None Detected
TH071525-18B	3554685		Tan mastic	None Detected
TH071525-19B	3554686		White caulk	None Detected
TH071525-20B	3554687		White caulk	None Detected
TH071525-21B	3554688		White caulk	None Detected
TH071525-22B	3554689		White caulk	None Detected
TH071525-23B	3554690		White caulk	None Detected
TH071525-24B	3554691		White caulk	None Detected
TH071525-25B	3554692	Layer A	Beige-gray roofing shingle	None Detected
		Layer B	Gray-black roofing shingle	None Detected
TH071525-26B	3554693	Layer A	Beige-gray roofing shingle	None Detected
		Layer B	Gray-black roofing shingle	None Detected
TH071525-27B	3554694	Layer A	Beige-gray roofing shingle	None Detected
		Layer B	Gray-black roofing shingle	None Detected
TH071525-01C	3554695		White drywall	None Detected
TH071525-02C	3554696		White drywall	None Detected
TH071525-03C	3554697		White drywall	None Detected
TH071525-04C	3554698		Cream joint compound	None Detected
TH071525-05C	3554699		Cream joint compound	None Detected
TH071525-06C	3554700		Cream joint compound	None Detected



**Project:** Hoffman Estates, T254689.2 **Lab Code:** 674495-1

Client ID	Lab ID	Layer	Sample Description	Asbestos %
TH071525-07C	3554701		Tan carpet mastic	None Detected
TH071525-08C	3554702		Tan carpet mastic	None Detected
TH071525-09C	3554703		Tan carpet mastic	None Detected
TH071525-10C	3554704		White ceiling tile	None Detected
TH071525-11C	3554705		White ceiling tile	None Detected
TH071525-12C	3554706		White ceiling tile	None Detected
TH071525-13C	3554707		Light-gray floor tile	None Detected
TH071525-14C	3554708		Light-gray floor tile	None Detected
TH071525-15C	3554709		Light-gray floor tile	None Detected
TH071525-16C	3554710		Cream mastic	None Detected
TH071525-17C	3554711		Cream mastic	None Detected
TH071525-18C	3554712		Cream mastic	None Detected
TH071525-19C	3554713		White caulk	None Detected
TH071525-20C	3554714		White caulk	None Detected
TH071525-21C	3554715		White caulk	None Detected
TH071525-22C	3554716		White caulk	None Detected
TH071525-23C	3554717		White caulk	None Detected
TH071525-24C	3554718		White caulk	None Detected
TH071525-25C	3554719	Layer A	Gray-brown roofing shingle	None Detected
		Layer B	Gray-tan roofing shingle	None Detected
TH071525-25C (2)	3565253		Black roofing shingle	None Detected
TH071525-26C	3554720	Layer A	Gray-brown roofing shingle	None Detected
		Layer B	Gray-tan roofing shingle	None Detected
TH071525-26C (2)	3565255		Black roofing shingle	None Detected
TH071525-27C	3554721	Layer A	Gray-brown roofing shingle	None Detected
		Layer B	Gray-tan roofing shingle	None Detected



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Client ID	Lab ID	Layer	Sample Description	Asbestos %
TH071525-27C (2)	3565254		Black roofing shingle	None Detected



By: Polarized Light Microscopy

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**Project:** Hoffman Estates, T254689.2

Client ID	Lab	Lab		NON-ASBESTO	ASBESTOS		
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%
<b>TH071525-01A</b> 3554629	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected
<b>TH071525-02A</b> 3554630	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected
<b>TH071525-03A</b> 3554631	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected
<b>TH071525-04A</b> 3554632	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected
<b>TH071525-05A</b> 3554633	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected
<b>TH071525-06A</b> 3554634	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected
<b>TH071525-07A</b> 3554635	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected



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Client: True North Consultants, Inc. (IL) Lab Code: 674495-1

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**Project:** Hoffman Estates, T254689.2

Client ID	Lab	Lab		NON-ASBESTO		ASBESTOS	
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%
<b>TH071525-08A</b> 3554636	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-09A</b> 3554637	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-10A</b> 3554638	Floor Tile	Homogeneous Light-blue Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected
<b>TH071525-11A</b> 3554639	Floor Tile	Homogeneous Light-blue Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected
<b>TH071525-12A</b> 3554640	Floor Tile	Homogeneous Light-blue Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected
<b>TH071525-13A</b> 3554641	Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-14A</b> 3554642	Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected



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Client ID	Lab	Lab		NON-ASBESTO			ASBESTOS	
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%	
<b>TH071525-15A</b> 3554643	Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected	
<b>TH071525-16A</b> 3554644	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected	
<b>TH071525-17A</b> 3554645	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected	
<b>TH071525-18A</b> 3554646	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected	
<b>TH071525-19A</b> 3554647	Floor Tile	Homogeneous Beige Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected	
<b>TH071525-20A</b> 3554648	Floor Tile	Homogeneous Beige Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected	
<b>TH071525-21A</b> 3554649	Floor Tile	Homogeneous Beige Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected	



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Client ID	Lab	Lab		NON-ASBESTO	ONENTS	ASBESTOS	
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%
<b>TH071525-22A</b> 3554650	Mastic	Heterogeneous Tan-black Non-Fibrous Bound	2%	Cellulose	60% 35%	Mastic Calc Carb	Chrysotile 3%
Unable to sepa	rate both.						
<b>TH071525-23A</b> 3554651		Sample Not Analyz	zed per C	Client Request			
<b>TH071525-24A</b> 3554652		Sample Not Analyz	zed per C	Client Request			
<b>TH071525-25A</b> 3554653	Floor Tile	Heterogeneous Black Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected
<b>TH071525-26A</b> 3554654	Floor Tile	Heterogeneous Black Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected
<b>TH071525-27A</b> 3554655	Floor Tile	Heterogeneous Black Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected
<b>TH071525-28A</b> 3554656	Mastic	Heterogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-29A</b> 3554657	Mastic	Heterogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected



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Client ID	Lab	Lab		NON-ASBESTO	S COMPO	ONENTS	ASBESTOS
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%
<b>TH071525-30A</b> 3554658	Mastic	Heterogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%		None Detected
<b>TH071525-31A</b> 3554659	Caulk	Homogeneous White Non-Fibrous Bound			100%	Caulk	None Detected
<b>TH071525-32A</b> 3554660	Caulk	Homogeneous White Non-Fibrous Bound			100%	Caulk	None Detected
<b>TH071525-33A</b> 3554661	Caulk	Homogeneous White Non-Fibrous Bound			100%	Caulk	None Detected
<b>TH071525-34A</b> 3554662	Caulk	Homogeneous Black Non-Fibrous Bound	<1%	Talc	100%	Caulk	None Detected
<b>TH071525-35A</b> 3554663	Caulk	Homogeneous Black Non-Fibrous Bound	<1%	Talc	100%	Caulk	None Detected
<b>TH071525-36A</b> 3554664	Caulk	Homogeneous Black Non-Fibrous Bound	<1%	Talc	100%	Caulk	None Detected



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Client ID	Lab	Lab	1	NON-ASBESTO	NENTS	ASBESTOS			
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%		
<b>TH071525-37A</b> Layer A 3554665	Roofing Shingle	Heterogeneous Gray-brown Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
Layer B 3554665	Roofing Shingle	Heterogeneous Gray Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
<b>TH071525-38A</b> Layer A 3554666	Roofing Shingle	Heterogeneous Gray-brown Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
Layer B 3554666	Roofing Shingle	Heterogeneous Gray Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
<b>TH071525-39A</b> Layer A 3554667	Roofing Shingle	Heterogeneous Gray-brown Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
Layer B 3554667	Roofing Shingle	Heterogeneous Gray Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
<b>TH071525-01B</b> 3554668	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected		



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Client ID	Lab	Lab		NON-ASBESTO	ASBESTOS			
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%	
<b>TH071525-02B</b> 3554669	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected	
<b>TH071525-03B</b> 3554670	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected	
<b>TH071525-04B</b> 3554671	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected	
<b>TH071525-05B</b> 3554672	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected	
<b>TH071525-06B</b> 3554673	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected	
<b>TH071525-07B</b> 3554674	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected	
<b>TH071525-08B</b> 3554675	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected	



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Client ID	Lab	Lab	ab NON-ASBESTOS COMPONENTS								
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%				
<b>TH071525-09B</b> 3554676	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected				
<b>TH071525-10B</b> 3554677	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected				
<b>TH071525-11B</b> 3554678	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected				
<b>TH071525-12B</b> 3554679	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected				
<b>TH071525-13B</b> 3554680	Floor Tile	Homogeneous Beige Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected				
<b>TH071525-14B</b> 3554681	Floor Tile	Homogeneous Beige Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected				
<b>TH071525-15B</b> 3554682	Ğ		Cellulose	60% 38%	Vinyl Calc Carb	None Detected					



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Client ID	Lab	Lab		NON-ASBESTO	S COMPO	ONENTS	ASBESTOS
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%
<b>TH071525-16B</b> 3554683	Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-17B</b> 3554684	Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-18B</b> 3554685	Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected
<b>TH071525-19B</b> 3554686	Caulk	Homogeneous White Non-Fibrous Bound	<1%	Talc	100%	Caulk	None Detected
<b>TH071525-20B</b> 3554687	Caulk	Homogeneous White Non-Fibrous Bound	<1%	Talc	100%	Caulk	None Detected
<b>TH071525-21B</b> 3554688	Caulk	Homogeneous White Non-Fibrous Bound	<1%	Talc	100%	Caulk	None Detected
<b>TH071525-22B</b> 3554689	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected



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Client ID	Lab	Lab	N	ION-ASBEST	OS COMPO	NENTS	ASBESTOS
Lab ID	Description	Attributes		Fibrous	Noi	n-Fibrous	%
<b>TH071525-23B</b> 3554690	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected
<b>TH071525-24B</b> 3554691	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected
<b>TH071525-25B</b> Layer A 3554692	Roofing Shingle	Heterogeneous Beige-gray Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected
Layer B 3554692	Roofing Shingle	Heterogeneous Gray-black Fibrous Bound	 25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected
<b>TH071525-26B</b> Layer A 3554693	Roofing Shingle	Heterogeneous Beige-gray Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected
Layer B 3554693	Roofing Shingle	Heterogeneous Gray-black Fibrous Bound	 25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected



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Client ID	Lab	Lab		NON-ASBESTO		ASBESTOS	
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%
<b>TH071525-27B</b> Layer A 3554694	Roofing Shingle	Heterogeneous Beige-gray Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected
Layer B 3554694	Roofing Shingle	Heterogeneous Gray-black Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected
TH071525- 01C 3554695	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected
<b>TH071525- 02C</b> 3554696	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected
TH071525- 03C 3554697	Drywall	Heterogeneous White Non-Fibrous Bound	10%	Cellulose	90%	Gypsum	None Detected
TH071525- 04C 3554698	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected
<b>TH071525- 05C</b> 3554699	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected



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Client ID	Lab	Lab	Lab NON-ASBESTOS COMPONENTS							
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%			
<b>TH071525- 06C</b> 3554700	Joint Compound	Heterogeneous Cream Non-Fibrous Bound	2%	Cellulose	3% 80% 15%	Paint Calc Carb Binder	None Detected			
<b>TH071525- 07C</b> 3554701	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected			
<b>TH071525- 08C</b> 3554702	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected			
TH071525- 09C 3554703	Carpet Mastic	Homogeneous Tan Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected			
TH071525- 10C 3554704	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected			
TH071525-11C 3554705	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected			
<b>TH071525- 12C</b> 3554706	Ceiling Tile	Heterogeneous White Fibrous Loosely Bound	65% 10%	Cellulose Glass	5% 20%	Paint Perlite	None Detected			



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Client ID	Lab	Lab		NON-ASBESTO	ONENTS	ASBESTOS			
Lab ID	Description	Attributes		Fibrous	No	n-Fibrous	%		
TH071525- 13C 3554707	Floor Tile	Heterogeneous Light-gray Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected		
<b>TH071525- 14C</b> 3554708	Floor Tile	Heterogeneous Light-gray Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected		
<b>TH071525- 15C</b> 3554709	Floor Tile	Heterogeneous Light-gray Non-Fibrous Bound	2%	Cellulose	60% 38%	Vinyl Calc Carb	None Detected		
<b>TH071525- 16C</b> 3554710	Mastic	Homogeneous Cream Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected		
TH071525- 17C 3554711	Mastic	Homogeneous Cream Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected		
TH071525- 18C 3554712	Mastic	Homogeneous Cream Non-Fibrous Bound	2%	Cellulose	60% 38%	Mastic Calc Carb	None Detected		
TH071525- 19C 3554713	Caulk	Heterogeneous White Non-Fibrous Bound	Heterogeneous <1% White Non-Fibrous		2% 98%	Paint Caulk	None Detected		



Lab Code:

**Date Received:** 

By: Polarized Light Microscopy

674495-1

07/17/25

Client: True North Consultants, Inc. (IL)

1000 East Warrenville Road

Suite 140

Date Analyzed: 07/21/25 Naperville, IL 60563 **Date Reported:** 07/21/25

Project: Hoffman Estates, T254689.2

Client ID	Lab	Lab	N	ION-ASBEST	ASBESTOS				
Lab ID	Description	Attributes		Fibrous	Nor	n-Fibrous	%		
TH071525- 20C 3554714	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected		
<b>TH071525- 21C</b> 3554715	Caulk	Heterogeneous White Non-Fibrous Bound	ibrous		2% Paint 98% Caulk		None Detected		
<b>TH071525- 22C</b> 3554716	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected		
<b>TH071525- 23C</b> 3554717	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected		
<b>TH071525- 24C</b> 3554718	Caulk	Heterogeneous White Non-Fibrous Bound	<1%	Talc	2% 98%	Paint Caulk	None Detected		
<b>TH071525- 25C</b> Layer A 3554719	Roofing Shingle	Heterogeneous Gray-brown Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		
Layer B 3554719	Roofing Shingle	Heterogeneous Gray-tan Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected		



By: Polarized Light Microscopy

Client: True North Consultants, Inc. (IL)

1000 East Warrenville Road

Suite 140

Naperville, IL 60563

 Lab Code:
 674495-1

 Date Received:
 07/17/25

 Date Analyzed:
 07/21/25

Date Reported: 07/21/25

**Project:** Hoffman Estates, T254689.2

Client ID	Lab	Lab		NON-ASBESTO	NENTS	ASBESTOS				
Lab ID	Description	Attributes		Fibrous	Noi	n-Fibrous	%			
TH071525- 25C (2) 3565253	Roofing Shingle	Heterogeneous Black Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected			
<b>TH071525- 26C</b> Layer A 3554720	Roofing Shingle	Heterogeneous Gray-brown Fibrous Bound	brown us		10% 60% 5%	Gravel Tar Silica	None Detected			
Layer B 3554720	Roofing Shingle	Heterogeneous Gray-tan Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected			
TH071525- 26C (2) 3565255	Roofing Shingle	Heterogeneous Black Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected			
<b>TH071525- 27C</b> Layer A 3554721	Roofing Shingle	Heterogeneous Gray-brown Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected			
Layer B 3554721	Roofing Shingle	Heterogeneous Gray-tan Fibrous Bound	 25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected			
TH071525- 27C (2) 3565254	Roofing Shingle	Heterogeneous Black Fibrous Bound	25%	Glass	10% 60% 5%	Gravel Tar Silica	None Detected			



#### LEGEND:

Non-Anth = Non-Asbestiform Anthophyllite Non-Trem = Non-Asbestiform Tremolite

Calc Carb = Calcium Carbonate

METHOD: EPA 600 / R93 / 116 and EPA 40 CFR Appendix E to Subpart E of Part 763

**REPORTING LIMIT:** 1% by calibrated visual estimation

**REGULATORY LIMIT: 1%** 

Due to the limitations of the EPA 600 / R93 / 116 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

Eurofins Built Environment Testing East, LLC makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Eurofins Built Environment Testing East, LLC. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

Information provided by customer includes customer sample ID and sample description.

Shriker

Shilpa Ladekar Analyst

DATA QA:

Samantha Webster 7/21/2025

Sanatlal

**APPROVED BY:** 

Tianbao Bai, Ph.D., CIH Laboratory Director



### **Built Environment Testing**

**RES Job #: 674495** 

Effective

SUBMITTED BY	INVOICE TO	CONTACT INFORMATION	SERIES
Company: True North Consultants, Inc. (IL)	ie North Consultants, Inc. (IL) Company: True North Consultants, Inc. (IL) Contact: Todd Huffer -1		-1 PLM Priority 48
Address: 1000 East Warrenville Road	Address: 1000 East Warrenville Road	Phone: (630) 310-0352	
Suite 140	Suite 140	Fax:	
Naperville, IL 60563	Naperville, IL 60563	Cell:	
Project Number and/or P.O. #: None Given	Project Zip Code:	Final Data Deliverable Email Address:	
Project Description/Location: Hoffman Estates, T254689.2		thuffer@consulttruenorth.com (+ 2 ADDNL. CONTACTS)	

ASBESTOS LABORATOR	Υ				REC	UESTE	D AI	NALYSIS					V	ALID	MATR	IX CO	DES		LAB NOTES
PLM / PCM / TEM	DTL RUSH PRIORITY STANDARD												Air	r = A		<u> </u>	Bulk =	В	
													Dus	st = D		<u> </u>	Food =	F	
CHEMISTRY LABORATOR	Y												Pair	nt = P			Soil =	S	
Dust	RUSH PRIORITY STANDARD											;	Surfac	ce = S	U	S	wab =	SW	
	*PRIOR NOTICE REQUIRED FOR SAME DAY TAT												Тар	e = T		١	Nipe =	W	
Metals	RUSH PRIORITY STANDARD													Drink	ing Wa	ater = D	W		
											l.			Was	te Wat	er = W\	٧		
Organics*	SAME DAY RUSH PRIORITY STANDARD	116)									1	**AS	TM E	1792 a	approve	ed wipe	media	only**	
MICROBIOLOGY LABORA	ATORY	-93/												_					
Viable Analysis**	PRIORITY STANDARD	500/R												iquot					
	**TAT DEPENDENT ON SPEED OF MICROBIAL GROWTH	EPA/										i		ea/A					
Medical Device Analysis	RUSH STANDARD	Report (EPA/600										į		or Ar					
Mold Analysis	RUSH PRIORITY STANDARD											Area	(°)	/idth					
•	establish a laboratory priority, subject to laboratory volume and are not	Short										(L)/A		S) × V					
	Additional fees apply for afterhours, weekends and holidays.**	PLM				κį	NICS	S	٩٢			ä	Sample Temperature	iquot		S	Date Collected mm/dd/vv	Time Collected hh:mm	
Special Instructions:		PLM-F	W L	PCM	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD		ple Volu	Terr	ngth(or Aliq	Code	# of Container	Colle /dd/	Colle	Laboratory Analysis
•			:									ample	ample	ngth	Matrix Code	S	Date	Line Line	Instructions
Client Sample ID Number	(Sample ID's must be unique)		BEST	os	CI	IEMIST	RY	MICROBI	OLO	SY K	co	ιχ	ιχ	۳		#	_		
1 TH071525-01A		X		<u>.</u>	ļļ		<u>.</u>		ļļ		‡				В	<u> </u>	ļ	<u> </u>	
2 TH071525-02A		X		<u>.</u>	ļļ		<u>.</u>		ļļ		‡				В	<u> </u>	ļ	<u> </u>	
3 TH071525-03A		X		<u>.</u>	ļļ		<u>.</u>		ļļ				<u>-</u>	ļ	В	<u>.</u>	ļ	. <b>.</b>	-
4 TH071525-04A		X		<u>.</u>	ļļ		<u>.</u>		ļļ				<u>-</u>	ļ	В	<u>.</u>	ļ	. <b>.</b>	
5 TH071525-05A		X	<u>.</u>	<u>.</u>	ļļ		<u>.</u>		ļļ		‡			ļ	В	<b>.</b>	ļ	. <b>.</b>	
6 TH071525-06A		X	<u>.</u>	. <b>.</b>	ļļ		<u></u>	<u>-</u>	ļļ		‡			ļ	В	<u> </u>	ļ	Ļ	
7 TH071525-07A		X	<u>.</u>	. <b>.</b>	ļļ		<u></u>	<u>-</u>	ļļ		‡			ļ	В	<u> </u>	ļ	Ļ	
8 TH071525-08A		X		<u> </u>	ļļ		<u>.</u>		ļļ		‡				B		ļ		
9 TH071525-09A		X	<u></u>	<u> </u>	<b> </b>		<u></u>	<u> </u>	<b></b>		‡				В	. <b></b>	<b></b>		
10 TH071525-10A		X	<u> </u>	. <b></b>	<b>├</b>		<u></u>	<b>_</b>	<b></b>		‡			ļ	В	<b>.</b>	<b></b>	<b>.</b>	
11 TH071525-11A		X	<u> </u>	. <b></b>	<b>├</b>		<u></u>	<b>.</b>	<b></b>		‡			ļ	В	<b>.</b>	<b></b>	<b>.</b>	
12 TH071525-12A		X	<u> </u>	. <b></b>	<b>├</b>		<u></u>	<b>.</b>	<b></b>		‡			ļ	В	<b>.</b>	<b></b>	<b>.</b>	
13 TH071525-13A		X	<u>:</u>				:		<u>: :</u>						В	<u> </u>	:		

Eurofins Built Environment Testing East, LLC establishes a unique Lab Sample ID, for each sample, by preceding each unique Client Sample ID with the laboratory RES Job Number.

Eurofins Built Environment Testing East, LLC will analyze incoming samples based on information received and will not be responsible for errors or omissions in calculations resulting from the inaccuracy of original data. By signing, client/company representative agrees that submission of the following samples for requested analysis as indicated on this Chain of Custody shall consitute an analytical services agreement with payment terms of NET 30 days. Failure to comply with payment terms may result in a 1.5% monthly interest surcharge.

Relinquished By:			Date/Time: 07/17/2025 11:53:10	Sample Condition: Acceptable
Received By:	M	Carlos Romero	Date/Time: 07/17/2025 12:49:42	Carrier: Fed-Ex

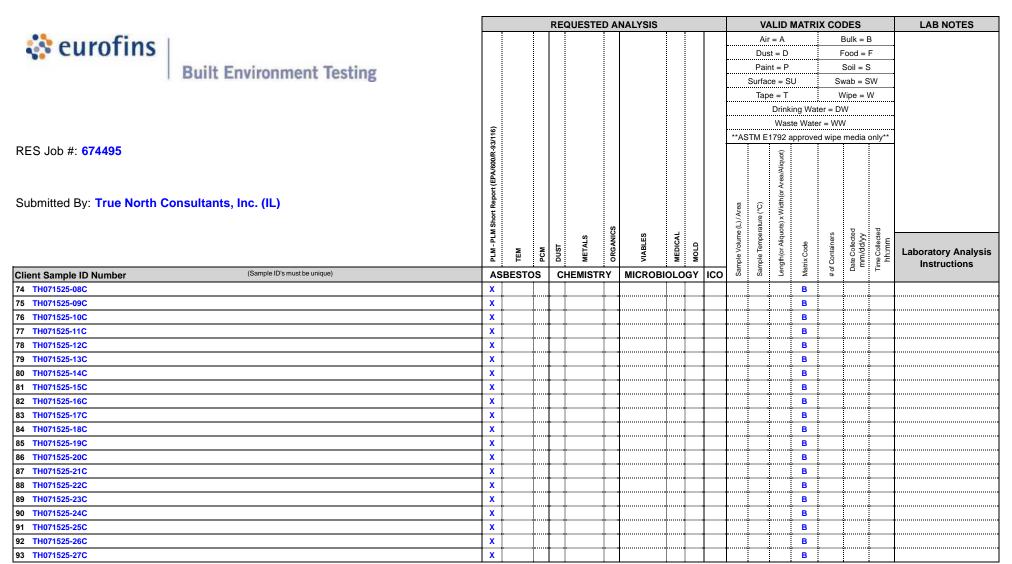
Eurofins Built Environment Testing East, LLC

			REQUESTED ANALYSIS									VALID MATRIX CODES					LAB NOTES		
💸 eurofins														Air = A			Bulk =	В	
Caronna -												L		Dust = [	)		Food =	F	,
	<b>Built Environment Testing</b>											<u> </u>		Paint = I	>		Soil = S	3	
	Dunt Livitonment Testing											<u> </u>	S	urface =	SU	S	wab = S	SW	
														Tape =	Γ	١	Nipe =	W	
														Drir	iking W	ater = D	W		
														Wa	iste Wa	ter = W	N		
		Short Report (EPA/600/R-93/116)										**/	AST	M E1792	approv	ed wipe	media	only**	
RES Job #: <b>674495</b>		R-9.												Œ					
		009/												ea/Aliquot)					
		E E												Area,					
Out with a Doug Town North On	and the test of the second	port												h(or /					
Submitted By: True North Co	onsultants, Inc. (IL)	1 % 2 H										4	3	(°C)					
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		F					ဌ	ğ	Ωį	¥	_	<u> </u>	2	npera		ers	% ded √	əctec	
		PLM - PLM		E E	PCM	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD	2		e Ter	Code	ntair	Sole Vdd	Time Collected hh:mm	Laboratory Analysis
Client Sample ID Number	(Sample ID's must be unique)			STOS	_	i_	EMISTR		MICROBI	<u> </u>	_	:O	B0 1 (4) 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sample Temperature (°C) Length (or Aliquots) x Width	Matrix Code	# of Containers	Date Collected mm/dd/yy	Time	Instructions
14 TH071525-14A		X		0.00	+	-		Ë	IIII OKOBI	0200			Ť		В	1	-		
15 TH071525-15A		X													В		<u> </u>		
16 TH071525-16A		X									····†···	····†····	1		В	<u> </u>	<u> </u>		
17 TH071525-17A		X				···			•·····•		····†···	····†····	<u> </u>		В		<u> </u>		
18 TH071525-18A		X									····†···	····†····	1		В	<u> </u>	<u> </u>		
19 TH071525-19A		X			1						···†···	···†····	Ť		В		Ť		
20 TH071525-20A		X									····†···	····	1		В		Ť		
21 TH071525-21A		X			<u> </u>						T	<u> </u>	Ī		В		Ī		
22 TH071525-22A		X			<u> </u>						T	<u> </u>	Ī		В		Ī		
23 TH071525-23A		X									1	<u> </u>	Ī		В		Ī		
24 TH071525-24A		X			T						T	T			В		Ī		
25 TH071525-25A		X			Ι						I				В		Ī		
26 TH071525-26A		X	<u>.</u>					<u></u>							В		<u> </u>		
27 TH071525-27A		X	<u>.</u>					<u>.</u>							В	<u> </u>	<u> </u>		
28 TH071525-28A		X						<b></b>		ļ <b>.</b>					В	<u>L</u>	<u> </u>		,
29 TH071525-29A		X						<u></u>		ļļ					В		<u> </u>		
30 TH071525-30A		X			‡			<u>.</u>		ļļ			↓		В		<u> </u>		
31 TH071525-31A		X			‡			<u>.</u>		ļļ			↓		В		<u> </u>		
32 TH071525-32A		X						ļ	ļ	ļ <b>.</b>					В		ļ	<u>.</u>	
33 TH071525-33A		X						ļ	ļ	ļ <b>.</b>					В		ļ	<u>.</u>	
34 TH071525-34A		X						ļ	ļ	ļļ			<u>.</u>		В		ļ	<u>.</u>	
35 TH071525-35A		X						ļ	ļ	ļļ			<u>.</u>		В		ļ	<u>.</u>	
36 TH071525-36A		X			‡			ļ	<b> </b>	ļļ			<b>.</b>		В		ļ		
37 TH071525-37A		X			‡	‡		ļ	ļ	ļļ			<b>.</b>		В	<u>.</u>	ļ		
38 TH071525-38A		X			‡	‡		ļ	<b> </b>	ļļ					В	<u>.</u>	ļ		
39 TH071525-39A		X			‡	‡		ļ	<b> </b>	ļļ					В	<u>.</u>	ļ		
40 TH071525-01B		X			‡	‡		ļ	<b> </b>	ļļ					В	<u>.</u>	ļ		
41 TH071525-02B		X			‡	‡		ļ	<b> </b>	ļļ					В	<u>.</u>	ļ		
42 TH071525-03B		X		<u>.</u>	‡	‡		ļ	ļ	ļ <b>ļ</b>			∔		В		<u> </u>		
43 TH071525-04B		X	<u>:</u>												В		<u> </u>		

Eurofins Built Environment Testing East, LLC

			REQUESTED ANALYSIS									VALID MATRIX CODES					LAB NOTES		
💸 eurofins														Air = A	١		Bulk =	В	
Curonns												<u> </u>		Dust =	D		Food =	F	
	<b>Built Environment Testing</b>											<u> </u>		Paint =	Р		Soil =	S	
	Duit Livitoiment Testing											<u> </u>	S	Surface =	SU	,	Swab =	SW	
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		9										ļ		W	aste Wa	ater = W	W		_
		Short Report (EPA/600/R-93/116)										*	*AST	M E179	2 appro	ved wip	e media	only**	
RES Job #: <b>674495</b>		9/R-9												É	ì				
		A/60												/Vicinot					
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Submitted By: True North Co	ancultanto Inc. (II.)	pode												ۇ چ					
Submitted by. True North Co	onsultants, inc. (IL)	ž ž											Area	(°C)					
		Sho						γ					<u>(</u>	ature				ъ	
		1					LS.	ANIC	LES	CAL CAL			alume	mper	<u>0</u>	ners	ecte V	E ecte	
		PLM - PLM		TEM	PCM	DUST	METALS	ORGANICS	VIABLES	MEDICAL	MOLD		Se Vc	ole Te	S	ontai	Date Collected mm/dd/vv	Time Collected hh:mm	Laboratory Analysis
Client Sample ID Number	(Sample ID's must be unique)	A		STOS	_		EMISTR	<u> </u>	MICROBI	1 1		co	Sample Volume (L) / Area	Sample Temperature (°C)	Matrix Code	# of Containers	Dai	Ė	Instructions
44 TH071525-05B		X													В				
45 TH071525-06B		X											Ī		В				
46 TH071525-07B		X													В				
47 TH071525-08B		X									I		Ī		В				
48 TH071525-09B		X									I		Ī		В				
49 TH071525-10B		X	<u>.</u>	<u>į</u> .				<u>.</u>		ļ <b>.</b>					В			<u> </u>	
50 TH071525-11B		X						<u>.</u>		ļļ.				<u> </u>	В		<u> </u>	<u> </u>	
51 TH071525-12B		X		<u>į</u> .				<u></u>		ļļ.				<u>i</u>	В			<u>.</u>	
52 TH071525-13B		X		<u>į</u> .				<u></u>		ļļ.				<u>i</u>	В			<u>.</u>	
53 TH071525-14B		X						ļ	<u> </u>	ļļ.					В			<u> </u>	
54 TH071525-15B		X			‡			<u></u>		ļļ.				<u> </u>	В			<u> </u>	
55 TH071525-16B		X			‡			<u></u>	<u> </u>	ļļ.			∔		В			Ļ	
56 TH071525-17B		X						ļ	<u> </u>	ļļ.				<u> </u>	В			<u> </u>	
57 TH071525-18B		X			‡			<u>‡</u>		ļļ.			∔		В			. <b>.</b>	
58 TH071525-19B		X		<del>.</del>				<b></b>	<del> </del>	<b></b>				<del>.</del>	B B			. <b></b>	
59 TH071525-20B 60 TH071525-21B		X			+	ــــ		<u> </u>	<u> </u>	ļļ.			∔	<u>.</u>	В				
61 TH071525-22B		X						ļ						<u>.</u>	В			<u> </u>	
62 TH071525-23B		X		<u>†</u> .	+		·····	<u></u>	<u> </u>	ļ <u>.</u>			‡	<u>‡</u>	В			<del>-</del>	
63 TH071525-24B		X			+			<del>-</del>	<u> </u>	-				<u>.</u>	В			<u> </u>	<del> </del>
64 TH071525-25B		X			+			<del>-</del>	<u> </u>	-				<u>.</u>	В			<u> </u>	<del> </del>
65 TH071525-26B		X			+		·····	<u></u>							В			· <del> </del>	
66 TH071525-27B		X			+		·····		<del> </del>				***	····-	В			· <del>†</del>	
67 TH071525-01C		X			+			<del></del>	†	<b>!</b>			+	····-	В			. <u></u>	<u> </u>
68 TH071525-02C		X			+-		·····	÷	<b>†</b>	† <del>-</del>				····÷	В		<u>.</u>	<u> </u>	<u> </u>
69 TH071525-03C		X			+-		·····	÷	<b>†</b>	† <del>-</del>				····÷	В		<u>.</u>	<u> </u>	<u> </u>
70 TH071525-04C		X					·····	<u></u>	†	<b></b>				····	В	-	<u>.</u>	<del></del>	<u> </u>
71 TH071525-05C		X			+-		·····	 !	†	1				····	В	<u> </u>	<u> </u>	†	<u> </u>
72 TH071525-06C		X							<b>†</b>	•			1		В		· †	<del> </del>	<u> </u>
73 TH071525-07C		X			†		·····	÷	1	•			Ť	····	В		·· <del>·</del>	†	
L			-		I				<u> </u>			I						•	

Eurofins Built Environment Testing East, LLC





Tel: 866-481-1412; Fax: 919-481-1442

**COMPANY INFORMATION** 

ECEI CLIENT #:

### **CHAIN OF CUSTODY**

Job Contact: Todd Huffer



CEL

730 SE Maynard Road, Cary, NC 27511

ECEI Lab Code:	674495	
ECEI Lab I.D. F	Range:	

Page\_

Version: CCOC.02.21.1/2.LD

Company: True North Consultants, Inc. Email /				Tel: thutteredionsulttruenorth um							
Address: 1000 E, Warrenv	rille Road, Ste. 140				finan E						
Naperville, IL 60	0563		Project ID	# TZ5	4 689	.7					
Billing Email:			PO #:								
Tel: 630.310.035	7		State of san	nple origin							
ECEI standard terms are Net 30 days	TAT IS NOT MARKE	D STAND	ARD 3 DA	Υ ΤΔΤ ΔΡ	PI IFS						
		0,7,11,0	AND O DA	5 (-1500) (41 1197)	OUND TIME	li .					
ASBESTOS	METHOD	4 HR	8 HR	1 DAY	2 DAY	3 DAY	5 DAY				
PLM BULK	EPA 600/R-93/116				X						
PLM POINT COUNT (400)	EPA 600/R-93/116										
PLM POINT COUNT (1000)	EPA 600/R-93/116										
PLM GRAV w POINT COUNT	EPA 600/R-93/116										
PLM BULK	CARB 435	Selection Co.									
PCM AIR*	NIOSH 7400										
TEM AIR	EPA AHERA										
TEM AIR	NIOSH 7402										
TEM AIR (PCME)	ISO 10312										
TEM AIR	ASTM 6281-15										
TEM BULK	CHATFIELD / EPA 600/R- 93/116 Sec. 2.5.5.1										
TEM DUST WIPE	ASTM D6480-19										
TEM DUST MICROVAC	ASTM D5755-09 (2014)										
TEM SOIL	ASTM D7521-16										
TEM VERMICULITE	CINCINNATI METHOD										
TEM QUALITATIVE	IN-HOUSE METHOD										
OTHER: PARTICULATE IDENT	TFICATION										
REMARKS / SPECIAL IN	STRUCTIONS:					ccept Sample					
Relinquistied By:	, Date/Time		Receiv	ed By:		Date/Time					
*WWW	7/16/25		(2)		7/17/2		IA				

By submitting samples, you are agreeing to ECEI's Terms and Conditions.

Samples will be disposed of 30 days after analysis



CEI

COMPANY CONTACT INFORMATION							
Company:	True North Consultants, Inc.	Job Contact:					
Project Name	e:						
Project ID #:		Tel:					

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	т	EST
	Suite 100's		PLM 立	TEM
THO71525-01 A			PLM	TEM
02 A	1		PLM	TEM
03 A	•		PLM	TEM
oy A	Drywall Join + Compound		PLM	TEM
05 A	1		PLM	TEM
04 A	t		PLM 📥	TEM
07 A	Carpet Mastic		PLM 🗇	TEM
OS A	i		PLM 📥	TEM
09 A	+		PLM _	TEM
10 A	12"x12" LightBlue flor Tile		PLM /	TEM
11 A			PLM	TEM
12A			PLM \	TEM
13 A	mastic			
14 A			PLM	TEM
15 A	7 1		PLM	TEM
16 A	2'x4' Cilling Tiles		PLM	TEM
17 A			PLM	TEM
18 A	+		PLM	TEM
19 A	13"x12" beign Floor Tile		PLM	TEM
UA			PLM	TEM
UA				
22 A	Mastic		PLM	TEM
23 A	1		PLM	TEM
24 A	<b>*</b> *		PLM 🗀	TEM
25A	12" x12" black floot; 6		PLM 🗀	TEM
rç A			PLM	TEM
27 A			PLM 📥	TEM
28 A	Mostic		PLM 📥	TEM
29 A	)		PLM	TEM

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CEI

COMPANY CONTACT INFORMATION								
Company	True North Consultants, Inc.	Job Contact:						
Project Name	9:							
Project ID #:		Tel:						

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	TEST						
THO71525-31A	exterior Dear Caulk		PLM <	TEM					
32 A	1		PLM	TEM					
33 A	4		PLM	TEM					
34A	Exterior Window Carl K		PLM	TEM					
35A	1		PLM	TEM					
36 R	4		PLM	TEM					
37A	Roof Shingles		PLM	TEM					
38A			PLM	TEM					
39A	せ		PLM	TEM					
			PLM	TEM					
	Suite 200's		PLM	TEM					
THO71525-013	Drywall		PLM	TEM					
₩ B	l'i		PLM	TEM					
03B	+		PLM	TEM					
OYB	Drywall Joint Compard		PLM	TEM					
053			PLM	TEM					
06B	b		PLM	TEM					
078	Carpet Mastic		PLM	TEM					
08B	1		PLM	TEM					
093	4		PLM	TEM					
10B	J'x4 Cently Tile		PLM	TEM					
113	1		PLM	TEM					
128	1		PLM	TEM					
136	12"x12" bag 7 fuor Tile		PLM	TEM					
143			PLM	TEM					
153			PLM	TEM					
168 178	mastic		PLM	TEM					
178	(		PLM 🗀	TEM					
188	<b>*</b> *		PLM 📥	TEM					
			PLM	TEM					

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CEI

COMPANY CONTACT INFORMATION							
Company:	True North Consultants, Inc.	Job Contact:					
Project Name	e:						
Project ID #:		Tel:					

SAMPLE ID#	DESCRIPTION / LOCATION	VOLUME/ AREA	, TEST					
THUTISDS-19B	Exterior Door Coulk		PLM	TEM				
2013			PLM	TEM				
21B	10		PLM	TEM				
72B	Exterior Window Caulk		PLM	TEM				
238	)		PLM	TEM				
243	4		PLM	TEM				
75B	Roof Shingles		PLM	TEM				
26B	1		PLM	TEM				
278	4		PLM A	TEM				
			PLM 🗀	TEM				
	Suite 700's		PLM _	TEM				
THOTISUS.OIC	Drynail		PLM /	TEM				
	ì		PLM _	TEM				
030	b							
OYC	Joint-Companel		PLM	TEM				
056	,		PLM \	TEM				
Oloc	1		PLM \	TEM				
07C	Corpet Mastic		PLM	TEM				
08C	1		PLM	TEM				
090	4		PLM	TEM				
10 C	2'x4' Centy Tiv		PLM	TEM				
110								
120	ь		PLM /	TEM				
130	12"x1)" mottled floor tile		PLM /	TEM				
140	_		PLM 🗀	TEM				
156			PLM /	TEM				
16C	Mostic		PLM	TEM				
17 C	la i		PLM C	TEM				
18C	7		PLM	TEM				
			PLM	TEM				

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CEI

COMPANY CONTACT INFORMATION							
Company:	True North Consultants, Inc.	Job Contact:					
Project Name	9:						
Project ID #:		Tel:					

SAMPLE 1D# TH&71525~19C	DESCRIPTION/LOCATION EXTERIOR DOCK CANK	VOLUME/ AREA	TEST		
			PLM	TEM	
20 C	1		PLM	TEM	
216	0		PLM )	TEM	
224	Exterer window large		PLM /	TEM	
236	1		PLM	TEM	
240	b		PLM	TEM	
250	Raif Shuyles		PLM	TEM	
26 C			PLM	TEM	
270	+		PLM	TEM	
			PLM	TEM	
			PLM	TEM	
			PLM	TEM	
			PLM	TEM	
			PLM	TEM	
			PLM	TEM	
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			PLM	TEM	
			PLM	TEM	
			PLM	TEM	
			PLM	TEM	

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9000 Commerce Parkway Suite B Mt. Laurel, New Jersey 08054 Telephone: 856-231-9449

Email: customerservice@iatl.com

CERTIFICATE OF ANALYSIS

Client: True North Consultants

1000 East Warrenville Road, Suite 140

Naperville IL 60563

Client: TRU735

Report Date: 7/21/2025

Report No.: 715629 - Lead Paint

Project: Hoffman Estates

Project No.: T254689.2

### LEAD PAINT SAMPLE ANALYSIS SUMMARY

7858983 Lab No.:

Client No.: 1A

**Description:** 

**Location:** 

White Paint on Wood

**Result (% by Weight):** <0.0084

Result (ppm):

Comments:

Lab No.: 7858984

Client No.: 1B

**Description:** 

**Location:** 

White Paint on Wood

**Result (% by Weight):** <0.0082

Result (ppm): <82

Comments:

Lab No.: Client No.: 1C

7858985

**Description:** 

**Location:** 

White Paint on Wood

Result (% by Weight): 0.0081

Result (ppm): **Comments:** 

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received:

7/17/2025

Date Analyzed:

07/21/2025

Signature:

Chad Shaffer Analyst:

Dated: 7/21/2025 12:27:33

Approved By:

Frank E. Ehrenfeld, III

Laboratory Director

Page 1 of 3



9000 Commerce Parkway Suite B Mt. Laurel, New Jersey 08054 Telephone: 856-231-9449

Email: customerservice@iatl.com

#### **CERTIFICATE OF ANALYSIS**

Client: True North Consultants Report Date: 7/21/2025

1000 East Warrenville Road, Suite 140

Report No.: 715629 - Lead Paint

Naperville IL 60563

Project: Hoffman Estates

Project No.: T254689.2

Client: TRU735

### Appendix to Analytical Report:

Customer Contact: Mike Brennan

Method: ASTM D3335-85a, US EPA SW846 3050B:7000B

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

iATL Customer Service: customerservice@iatl.com iATL Office Manager:wchampion@iatl.com iATL Account Representative: Kelly Klippel Sample Login Notes: See Batch Sheet Attached

Sample Matrix: Paint

**Exceptions Noted:** See Following Pages

#### General Terms, Warrants, Limits, Qualifiers:

General information about iATL capabilities and client/laboratory relationships and responsibilities are spelled out in iATL policies that are listed at www.iATL.com and ir our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of iATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

iATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. iATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. iATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

#### **Information Pertinent to this Report:**

Analysis by ASTM D3335-85a by AAS

#### Certification

- National Lead Laboratory Program (NLLAP): AIHA-LAP, LLC No. 100188
- NYSDOH-ELAP No. 11021

This report meets the standards set forth in the EPA's National Lead Laboratory Accreditation Program (NLLAP) through the Laboratory Quality System Requirements (LQSR) Revision 3.0 November 5, 2007. All Environmental Lead Proficiency Analytical Testing (ELPAT) is through the AIHA-PAT established program.

Regulatory limit is 0.5% lead by weight (EPA/HUD guidelines). Recommend multiple sampling for all samples less than regulatory limit for confirmation. All results are based on the samples as received at the lab. iATL assumes that appropriate sampling methods have been used and that the data upon which these results are based have been accurately supplied by the client.

Method Detection Limit (MDL) per EPA Method 40CFR Part 136 Apendix B.

Reporting Limit (RL) based upon Lowest Standard Determined (LSD) in accordance with AIHA-ELLAP policies.

LSD=0.2 ppm MDL=0.006% by weight. RL= 0.010% by weight (based upon 100 mg sampled).

#### **Disclaimers / Qualifiers:**

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a complete list with highlighted disclaimers pertinent to this project. For a full explanation of these and other disclaimers, please inquire at **customerservice@iatl.com**.

Dated: 7/21/2025 12:27:33 Page 2 of 3

9000 Commerce Parkway Suite B Mt. Laurel, New Jersey 08054 Telephone: 856-231-9449

Email: customerservice@iatl.com

#### CERTIFICATE OF ANALYSIS

Client: True North Consultants

1000 East Warrenville Road, Suite 140

Naperville IL 60563

Client: TRU735

Report Date: 7/21/2025

Report No.: 715629 - Lead Paint Project: Hoffman Estates

Project No.: T254689.2

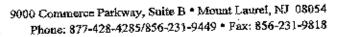
\* Insufficient sample provided to perform QC reanalysis (<200 mg)

\*\* Not enough sample provided to analyze (<50 mg)

\*\*\* Matrix / substrate interference possible.

< less than sign, signifies none-detected below the empirical value based upon sub-sampled mass. This is often below the Reporting Limit (see above).

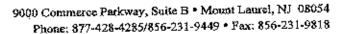
Dated: 7/21/2025 12:27:33 Page 3 of 3





# Chain of Custody - Environmental Lead -

Contact Informa				
		Project Number:	7264689.2	et et
Client Company:		Project Name:	Hoffman Estates	
Office Address:	1000 E. Warrenville rd, STE 140	- "	Todd Huffer	
City, State, Zip:	Naperville, #L 60563	Primary Contact:	-	
Fax Number:		Office Phone:	630-340-0352	
Email Address:	тый жүргүү караман кар	Celi Phone:	000010-000	
		· .	<u> </u>	
environmental san recognized state properties of the properties of	S: ASTM D3335-85a, 2009 y AAS: SW 846: 3050B: 700B, 2 NIOSH 7082, 1994 ; EPA SW 846 (Soil) AS-GF: ASTM D3559-03D, US I (Cd, Zn, Cr) by AAS tracteristic Leaching Procedure (	n is infough AIMA-LAF, D 2010 EPA 200.9	EC and soveral par	alytical testing of er nationally
Turnaround T Preliminary Results 1			6 Hour** □RUSH	] <sub>Fax</sub> ** :hipping***





### Sample Log

-Environmental Lead -

Client: TNC	Project:	25 <u>4</u> 689.2	 <del></del>
Sampling Date/Time:	<u> </u>		

Client Sample #	iatl#	Location/ Description	Flow Rate	Start End	Sampling time (min)	Area (ft2) Volume (U)	Results
1A	7858983	White Paint on Wood		· · ·	·.		: . 
1B	<b>7,85</b> 8984	White Paint on Wood					
1C	<b>785</b> 8 <u>985</u>	White Paint on Wood					_
				ļ	·		
			]" 				
	· . ·		1		<u> </u>		
·							
	-						<u> </u>
		·	ļ	<u> </u>	<u> </u>	ļ	<u> </u>
						-	
						<del>                                     </del>	<del> </del>
			<del> </del>	+-		1:	<del> </del> -

Insufficient Sample Provided to Perform QC Reanalysis (<200mg)</li>

FD - memon requires the substitute of biomys). 34L = 1200 Layered complet may restat in inconsistent results.

These preliminary results are issued by IATL to expedite procedures by clients based upon the above data. IATL assumes that all of the sampling methods and data upon which these results are based, has been accurately supplied by the client. These results may not have been reviewed by the Laboratory Director. Final Certificate of Analysis with follow these preliminary results. The aigned COA is to be considered the official results. All BPA, HUD, and NHDEP. conditions apply.

<sup>\*\* -</sup> Insufficient Sample Provided to Analyze (<50mg) \*\*\* = Matrix / Substrate Interference Possible
FB - Method Requires the submitted of blank(s). Mt. = Muth Layzred Sample. May result in Inconsistent results.



### ATTACHMENT B

Licenses and Accreditations



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

TODD T HUFFER 315 HATLEN COURT MT. PROSPECT, IL 60056 5/3/2025

#### ASBESTOS PROFESSIONAL LICENSE ID NUMBER:

09870

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

#### COPY OF THE ASBESTOS PROFESSIONAL LICENSE

#### Front of License

#### Back of License

Front of License			Back of License			
IDPH	_	ESTOS SSIONAL	ENDORSEMENTS	TC EXPIRES		
	LIC	ENSE	INSPECTOR	10/16/2025		
ID NUMBER 100 - 09870 TODD T HUFFER	ISSUED 5/3/2025	EXPIRES <b>05/15/2026</b>	MANAGEMENT PLANNER PROJECT MANAGER AIR SAMPLING PROFESSIONAL	10/16/2025 1/2/2026		
315 HATLEN COURT MT. PROSPECT, IL 60056 Environmental Health			Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.			

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

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

### PROTECTING HEALTH, IMPROVING LIVES

# **Asbestos Building Inspector Refresher**

Occupational Training & Supply, Inc. certifies that

### Todd Huffer

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

Course Date: 10/16/2024

Exam Date: 10/16/2024

Expiration Date: 10/16/2025

Certificate Number: BIR2410162953

Course Credit Hours: BIR 4 Hours

Kristina Miczek, Training Manager

Kistina Micrek



LEAD ID 1001963

ISSUED 1/30/2025 **EXPIRES** 1/31/2026

Roxana I Ordonez 10834 Wellington St Melrose Park, IL 60164



ILLINOIS LEAD PROGRAM **Environmental Health** 

Alteration of this license shall result in legal action RISK ASSESSOR CERTIFICATE EXPIRES 2/6/2026

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

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

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



# OCCUPATIONAL TRAINING & SUPPLY, INC.

# Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

### Roxana Ordonez

has successfully completed the Lead Risk Assessor Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 2/6/2023

Exam Date: 2/6/2023

Expiration Date: 2/6/2026

Certificate Number: LRAR2302060391

Kristina Miczek, Training Manager

Kristina Micrek



## ATTACHMENT C

Photo Documentation

### Photographic Docum entation Pre-dem olition Asbestos Survey 2170,2180 and 2190 West Higgins, Hoffm an Estates, Illinois





**Photo 1** – View of 12"x12" beige floor tile with associated asbestos containing black mastic.

ASSESSMENT DATE: JULY 24, 2025 PROJECT NUMBER: T254689.2