

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
vs.)	PCB NO. 20-16
)	(Enforcement - Land)
IRONHUSTLER EXCAVATING, INC., an)	
Illinois Corporation, RIVER CITY)	
CONSTRUCTION, LLC, an Illinois limited)	
liability company, and VENOVICH)	
CONSTRUCTION CO., an Illinois)	
corporation,)	
)	
Respondents.)	

**RESPONSE TO MOTION FOR SUMMARY JUDGMENT AND
CROSS-MOTION FOR SUMMARY JUDGMENT**

NOW COMES Respondent RIVER CITY CONSTRUCTION, LLC, an Illinois limited liability company, by its attorneys, QUINN JOHNSTON, and for its Response to Plaintiff's Motion for Summary Judgment, states as follows:

I. Introduction

This matter comes before the board on a complaint filed by the Illinois Attorney General on September 16, 2019. The complaint was originally brought against River City Construction, LLC (hereinafter, "River City"), IronHustler Excavating, Inc., (hereinafter, "IronHustler") and Venovich Construction Co., (hereinafter, "Venovich). The complaint alleges a violation of the Environmental Protection Act in relation to the dumping of certain material at a location owned by Venovich, at or near 9701 King Road, in Hopedale Township, Tazewell County, Illinois, near the Mackinaw River (hereinafter, "the

property”) on or about July 13, 2017. The complaint alleges that this material came from the demolition at the Delavan Community School located at 817 S. Locust Street, Delavan, Illinois. The complaint acknowledges that River City “subcontracted the demolition, removal, and disposal work to IronHustler.” The complaint then makes the bald conclusion that “[a]s general contractor, River City was responsible for controlling and supervising the contract work and *was responsible for the acts or omissions of its subcontractors*” (emphasis added). The complaint further alleges that IronHustler dumped “demolition debris” at the property, that upon the discovery of same IronHustler was contacted, and that upon reinspection by the IEPA on November 16, 2017 the “debris” had been removed. The Attorney General seeks significant monetary penalties against River City and IronHustler. Venovich has been dismissed.

There is no evidence to suggest that River City had any active role in the alleged violation, or even any knowledge of the alleged violation prior to being informed following the IEPA inspection. It is not a matter of strict liability for a general contractor, but a matter of whether or not they “caused” or “allowed” a violation. There is no evidence to support either, and in fact there is evidence to the contrary. Furthermore, the Attorney General cannot meet their burden in establishing that there was a violation in the first place. And finally, the penalty requested by the Attorney General is entirely inappropriate and inconsistent with the established purpose of the Act and purpose of penalty under the Act.

II. Exhibits

1. Affidavit of Cody Gerdes

III. Response to Attorney General's Statement of Uncontested Facts

1. IronHustler is an Illinois Corporation engaged in the business of providing excavation and demolition services.

Response: Agree.

2. River City is an Illinois limited liability company engaged in the business of acting as a general contractor for construction and demolition projects.

Response: Agree.

3. On February 26, 2016, the Delavan CUSD No. 703 contracted with River City for the construction of a new high school wing which included the demolition, removal and disposal of a portion of the existing building located at 817 S. Locust Street, Delavan, Tazewell County, Illinois.

Response: Agree.

4. River City was the general contractor for the Delavan CUSD No. 703 project.

Response: Agree.

5. The February 26, 2016 contract between Delavan CUSD No. 703 as owner and River City as general contractor included demolition of the existing high school building.

Response: Agree.

6. The River City employees responsible for supervising the Delavan CUSD No.703 project were Cody Gerdes, Vice President of Project Management, Kevin Beal, Project Manager for the Delavan CUSD No. 703 project, and Jon Stegmaier, Superintendent for the Delavan CUSD No. 703 project.

Response: Agree.

7. Part of the agreement between River City and Delavan CUSD No. 703 was AIA A201-2007, General Conditions of the Contract for Construction, which was incorporated by reference.

Response: Agree.

8. Section 3.3.1 of the general contract conditions (A201) gives the Contractor (River City) the sole authority and responsibility to control and supervise the contract work.

Response: The text of this clause is "The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract..." The section goes on to provide exceptions and potential dispute resolution methods. The Attorney General's statement is a significant simplification and out-of-context statement of this clause of the Contract.

9. Section 3.3.2 (A201) makes the contractor responsible for the acts and omissions of subcontractors.

Response: The text of this clause is “The Contractor shall be responsible *to the Owner* for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. (emphasis added). The Attorney General’s statement is at best an oversimplification and significantly misleading. As will be explored further below, it is absurd to attempt to create liability to the State via a private contract indemnity clause, which in and of itself is likely invalid or significantly limited under the Illinois Construction Contract Indemnification Act, 740 ILCS 35/0.01 *et seq.*

10. Under Section 3.7.2 (A201), compliance with law, and securing permits, is likewise the contractor’s responsibility.

Response: Once again, the Attorney General is unnecessarily and overly simplifying the actual text. Section 3.7.2 reads, “The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.”

11. On June 28, 2016, River City subcontracted the demolition, removal, and disposal work to IronHustler.

Response: Generally agree.

12. Pursuant to the June 28, 2016 “Subcontract for Building Construction” between River City and IronHustler, River City designated one or more persons who were

authorized representative(s) on-site and off-site. Such authorized representative(s) were to be the only person(s) IronHustler was to look to for instructions, orders, and/or directions, except in case of emergency. Under certain circumstances, the Contractor has the authority to terminate the Subcontractor.

Response: Generally agree.

13. The IronHustler employees responsible for supervising the Delavan CUSD No. 703 project were Rob Frederick, Project Manager for the Delavan CUSD No. 703 project, and Tim DeHart, Superintendent for the Delavan CUSD No. 703 project.

Response: Agree.

14. Robert E. Kennel Trucking, Inc. ("Kennel Trucking"), was retained by IronHustler to haul debris from the Delavan CUSD No. 703 project site.

Response: Agree.

15. After becoming aware that general construction demolition debris had been open dumped on his property, Joseph Venovich contacted IronHustler.

Response: Agree.

16. IronHustler removed debris from the Disposal Site prior to the Illinois EPA's re-inspection of the Venovich property on November 16, 2017. IronHustler provided the Illinois EPA with receipts documenting the disposal of debris at the Indian Creek Landfill on July 17, 2017.

Response: Agree.

17. Neither IronHustler nor River City applied for or were granted a permit from Illinois EPA to develop and operate a landfill at the Venovich property.

Response: Agree.

18. The “diversion” of the demolition debris from the previously arranged lawful disposal facility to the Disposal Site occurred on July 7, 2017. The Hourly Time Sheets for July 7, 2017 indicate up to twenty-four truckloads of waste material from the Delavan School Source Site did not go to the landfill but were diverted.

Response: This statement suggests, without evidence, that debris qualified as “waste,” as that term is defined in the Act.

19. After learning of the Illinois EPA inspection at the Venovich property, IronHustler prohibited any future material from being diverted to the Disposal Site and directed that any material diverted to the Venovich property be removed and delivered to the Tazewell County Landfill.

Response: Agree.

20. The employees of IronHustler who were involved in the diversion of the material from the previously arranged lawful disposal facility to the Disposal Site are no longer employed by IronHustler.

Response: Agree.

21. Corey Miller, formerly employed as an operator by IronHustler, operated the IronHustler John Deere 650H dozer observed at the Venovich property on July 13, 2017.

Response: Agree.

22. The John Deere 650H dozer was transported to the Disposal Site by former IronHustler truck driver Jim Fitz.

Response: Agree.

23. Tim DeHart, the former superintendent for IronHustler, was terminated from his employment with IronHustler because of his role in the Delavan CUSD project.

Response: Agree.

24. On July 17, 2017, IronHustler removed 567.32 tons of demolition debris from the Disposal Site (9701 Kings Road, Hopedale, Illinois) and transported it to the Tazewell County Landfill.

Response: Agree.

25. On July 13, 2017, the Illinois EPA inspected the Disposal Site. Approximately 750 cubic yards of open dumped demolition debris was located at the end of King Road along the Mackinaw River. Some of the demolition debris was located in water along the edge of the river.

Response: Agree.

26. The demolition debris contained electrical wire, metal radiators, wood, rebar, wire conduit, metal sheeting, metal angle iron, painted brick, plywood, metal studs, metal pipe, painted concrete, slag, and ceramic tile. A John Deere 650H dozer with IronHustler markings was located at the Disposal Site.

Response: Agree.

27. On July 13, 2017, the Illinois EPA also inspected the Source Site in Delavan, Illinois. Demolition debris was present along with a Caterpillar 329D tracked excavator and a Caterpillar 330DL tracked excavator both with IronHustler markings.

Response: Agree.

28. On July 13, 2017, Mr. Thorp took thirty-six photographs of the Disposal Site and ten photographs of the Source Site.

Response: Agree.

29. True and correct copies of the July 13, 2017 inspection photographs are attached to Exhibit "A", the Thorp Affidavit, as Attachment "1" - Photos.

Response: Agree.

IV. Additional Uncontested Facts

1. River City's subcontract with IronHustler mandated that the subcontractor "comply with all federal, state and local laws, ordinances and regulations ... applicable to the Subcontractor's Work..."

2. River City's subcontract with IronHustler further indicated that IronHustler was responsible for "legal disposition of materials offsite as necessary including all fees."

3. River City contracted to pay IronHustler a flat fee for the subcontracted work on the Delavan School project.

4. Any disposal of material at an unapproved site was done without the knowledge or approval of River City.

5. River City first became aware of the alleged violation on July 13, 2017, when notified by the IEPA inspector.

6. River City immediately investigated the issue and demanded that IronHustler remedy the issue.

7. The alleged violating material was removed within 4 days.

8. The material was removed and the site was in compliance before River City received formal notice of violation on August 17, 2017.

9. River City proposed a Compliance Commitment Agreement on September 20, 2017, which was declined with no explanation by the IEPA.

V. Argument

A. Summary Judgment Standard

Summary judgment “should be rendered without delay if the pleadings, depositions and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” 735 ILCS 5/2-1005(c). “Summary judgment is proper when the matters properly before the court show that if the case goes to trial, there would be no question the trier of fact would be required to decide and the movant would be entitled to judgment as a matter of law.” *Seefeldt v. Millikin Nat. Bank of Decatur*, 154 Ill. App. 3d 715, 718 (4th Dist.

1987). “Even though a complaint may purport to raise an issue of material fact, if such issue is not further supported by evidentiary facts, summary judgment is appropriate.

Id.

B. Summary Judgment must be granted in favor of River City, as there is no evidence, beyond the self-serving assumptions of IEPA personnel, establishing Complainant’s burden to show the IronHustler is responsible for depositing general construction demolition debris or waste found at the Venovich Property.

River City had no involvement in the actions that allegedly lead to a violation in this matter. Any violation would have occurred based on the actions of River City’s subcontractor, IronHustler, or their subcontractors. Therefore, if the Complainant cannot meet their burden of proof with respect to IronHustler, the burden cannot possibly be met with respect to River City.

River City hereby joins and adopts the argument put forth by IronHustler in subsection 1 of the Argument section of IronHustler’s Motion for Summary Judgment regarding the Complainant’s failure to meet their burden.

C. River City did not “cause or allow” a violation to take place.

The violations alleged to have taken place require that a party “caused or allowed” the violating act to take place. 415 ILCS 5/21; 415 ILCS 5/12. Knowledge or intent is not required to prove violation under the relevant sections. *Phillips Petroleum Co. v. IEPA*, 72

Ill. App. 3d 217, 220 (2d Dist. 1979). However, there is no strict liability for an alleged polluter. *Id.* What is required is a “capability to control” the pollution. *Id.* Liability is not limited to owners or operators of dumping sites, but can be applied to generators or transporters of waste as well. *People ex rel. Ryan v. McFalls*, 313 Ill. App. 3d 223 (3rd. Dist. 2000).

In *Phillips*, the defendant oil company had entrusted the Chicago and Northwestern Transportation Company to transport a rail car, that was owned by Phillips and full of anhydrous ammonia, to a purchaser in Wisconsin. While passing through Glen Ellyn, Illinois the car was punctured and a significant amount of chemical was released into the air, resulting in property damage and some injury to people nearby. The court found that there was no evidence that Phillips had the capability to control the source of the pollution and could therefore not be said to have caused, threatened, or allowed it. Accordingly, Phillips could not be held responsible under the Act.

Lincoln is a much more recent case following in the footsteps of *Phillips*. *People v. Lincoln, Ltd.*, 2016 720 N.E.3d 661 (1st Dist. 2016). In *Lincoln*, defendant Land of Lincoln Development Corporation (LOLDC) leased some property to Lincoln, Ltd., who then used that property to operate a landfill. The IEPA determined that the landfill was improper under 415 ILCS 5/21, and filed enforcement action against both the lessee operating the improper landfill, and the owner of the property. There was no evidence that the lessor, LOLDC, had been complacent in the illegal landfill operation. In fact, there

was evidence that they had attempted, through legal means, to halt the operation on their property. The court found LOLDC did not cause, threaten, or allow the violations. The court relied on the rulings in *Phillips*, as well as a statement from the General Assembly regarding the purpose of the act, which “is to assure that adverse effects upon the environment are fully considered and *borne by those who cause them.*” *Lincoln*, 70 N.E.2d at 682 (emphasis added) (internal quotation marks omitted).

Meadowlark Farms, Inc. v. Illinois Pollution Control Bd. is a case in which the defendant company had acquired surface rights to a piece of property that had been previously used to mine coal. 17 Ill. App. 3d 851 (5th Dist. 1974). Mineral refuse from the coal mining operation remained on the property, and over time, caused pollution of a nearby stream. The defendant contended that they had no knowledge of the pollution, and that, as they had only acquired surface rights, the party that still held the mineral rights should be the only liable party to pollution caused by mineral refuse. The court held that knowledge was irrelevant, and that regardless of ownership of surface or mineral right, the defendant had the capability of controlling the source of the pollution. Accordingly, the court upheld the finding that the defendant was in violation of the Act.

Like the oil company in *Phillips*, and unlike the property owner in *Meadowlark*, River City maintained no direct control over the source of the alleged violation once it left the site. River City entrusted the debris from the job site to IronHustler for disposal, via contract, and once it left the site it was entirely under the control of IronHustler. If

IronHustler subsequently disposed of it improperly, it was done without the knowledge or approval of River City, and was done in blatant breach of IronHustler's contractual obligations to River City. To the extent that River City could control the material, they did so- through contractual language requiring IronHustler to lawfully handle and dispose of the material. River City cannot be held accountable, as to they "controlled" the material against a violation to the fullest extent that they could, by contractually obligating IronHustler to comply with any and all laws regarding the handling of that material. Any violation that occurred would have been an illegal breach of contract by another party, which cannot be held against River City. Any oversight above and beyond contractual obligations, such as directly following IronHustler employees or subcontractors to ensure they comply with their legal and contractual obligations, would be against industry standards and, frankly, ridiculous. River City cannot be expected to foresee, anticipate, or guard against the alleged illegal actions of others above and beyond the contractual language itself, and cannot be held liable for the same.

In Petitioner's Motion for Summary Judgment, they point to contractual obligations between the Delevan School District and River City to attempt to establish liability on behalf of River City. This is entirely inappropriate. The fact that contractual terms required River City to indemnify the School District for the acts of subcontractors does not in any way serve to establish that River City controlled or allowed an alleged violation. The State of Illinois is not a party to that contract and has no privity to the

contract. That clause, under the Illinois Construction Contract Indemnification Act, 740 ILCS 35/0.01 *et seq.*, would likely be held to be invalid or to act as a contribution clause in any event. See *Pierre Condominium Association v. Lincoln Park West Associates, LLC*, 378 Ill. App. 3d 770 (2007). Notably, Petitioner does not seek recourse against the School District in this matter. As the School District is not a respondent in this case, it cannot possibly be argued that they have been harmed and have anything that they need to be indemnified *for*. River City is in a similar situation to the School District, as they have commit no wrong- the only wrong that is alleged to have occurred would have occurred via a breach of contract on behalf of IronHustler. The fact that River City had a contract with the School District requiring indemnity *to the District* for that breach, even if valid, does not act to make River City liable *to the State*.

D. The proposed fine of \$35,000 is not appropriate or in accordance with the purposes of the Act.

Under the Environmental Protection Act, a fine should only be imposed when it would aid in the enforcement of the act. *City of Moline v. Pollution Control Bd.*, 133 Ill. App.3d 431 (3d Dist. 1985). Any punitive considerations are secondary. *Id.*

In *Moline*, defendant City had committed clear violations of the EPA through improper operation of a sewage plant. However, the City had also made significant, albeit ultimately unsuccessful, attempts to remedy the issues before any enforcement was prosecuted. Eventually, the City managed to get its sewage plant into substantial

compliance. Nonetheless, approximately 6 months after compliance was achieved, the IEPA referred the claim to its legal staff and a complaint was filed. Moline was found to be in violation, and fined \$90,000.

On appeal, the court held that although the defendant was clearly in violation, the penalty of a \$90,000 fine was improper. The court held that, as the defendant had made efforts to remedy the issues, and in fact had substantially remedied the issue before enforcement was ever pursued, any fine could not possibly aid in the enforcement of the Act. Accordingly, a fine was improper.

In the present case, just as in *Moline*, a fine could not possibly aid in the enforcement of the act. The alleged violation was cleared up within days of River City learning about it. This goes above and beyond the facts of *Moline*, in which it took multiple attempts and a significant period of time to achieve compliance. In this case, compliance was fully achieved almost immediately. Furthermore, River City made all efforts to resolve this issue, including proposing a CCA, which was inexplicably declined by the IEPA. There is no basis in the Act to levy a \$35,000 fine against River City Construction, or any fine in any amount, even if they can be held accountable for the alleged violations, which, as addressed above, they cannot be.

WHEREFORE, Respondent RIVER CITY CONSTRUCTION, LLC, respectfully requests that an order be entered GRANTING their Motion for Summary Judgment,

denying Petitioner's Motion for Summary Judgment, dismissing any and all claims against them, and granting any further relief which is just and proper.

RIVER CITY CONSTRUCTION, LLC,
Respondent

By: /s/ Matthew A. Warner
Matthew A. Warner
QUINN JOHNSTON

Matthew A. Warner (ARDC #6321689)
E-mail for service of pleadings: warnerpleadings@quinnjohnston.com
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PROOF OF SERVICE

The undersigned certifies that on May 13, 2021, all counsel of record were served with a copy of the foregoing document via electronic mail in accordance with Supreme Court Rule 11.

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Served to the following via Regular US Mail Delivery:

Venovich Construction Company
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s/ Matthew A. Warner

Matthew A. Warner

4822-7190-5257, v. 4

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
vs.)	PCB NO. 20-16
)	(Enforcement - Land)
IRONHUSTLER EXCAVATING, INC., an)	
Illinois Corporation, RIVER CITY)	
CONSTRUCTION, LLC, an Illinois limited)	
liability company, and VENOVICH)	
CONSTRUCTION CO., an Illinois)	
corporation,)	
)	
Respondents.)	

AFFIDAVIT OF CODY GERDES

The undersigned, Cody Gerdes, being first duly sworn upon oath, states as follows:

1. I am an adult over the age of 18, under no legal disability, and if called to testify to the facts set forth in this affidavit, would do so based upon my own personal knowledge.
2. At all relevant times referenced in this affidavit, I was Vice President of Project Management for River City Construction, LLC (“River City”).
3. I am familiar with the Delevan School District Project.
4. River City contracted with the Delavan School District for the construction of a new high school wing at 817 S. Locust Street, Delavan, IL on February 26, 2016. **Exhibit A.**
5. River City was general contractor on this job.
6. On June 28, 2016, River City subcontracted certain demolition, removal, and disposal work to IronHustler. **Exhibit B.**

7. River City's subcontract with IronHustler mandated that the subcontractor "comply with all federal, state and local laws, ordinances and regulations applicable to the Subcontractor's Work..." **Ex. B, 12.4.** The subcontract further indicated that IronHustler was responsible for "legal disposition of materials offsite as necessary including all fees." **Ex. B, Article 16.**

8. Upon information and belief, IronHustler subcontracted some or all of the trucking to another subcontractor, Kennel Trucking.

9. Upon information and belief, sometime in early July 2017, demolition debris from the Delevan School project was hauled to and dumped at the Venovich Property by Kennel. This was not mandated by, approved by, or discussed in any capacity with River City.

10. River City became aware of this when the IEPA reported it to site superintendent John Stegmaier on July 13, 2017.

11. River City immediately investigated and demanded that IronHustler remedy the issue.

12. Within 4 days of River City learning of the issue, the material was removed.

13. When the IEPA reinspected the property on November 16, 2017, the property was found to be in complete compliance.

14. The subcontract between River City and IronHustler included a fixed, lump sum contract amount for the work performed by IronHustler. **Ex. B.**

15. River City did not and could not have possibly obtained any economic or other benefit from a diversion of materials by IronHustler or one of their subcontractors.

16. River City received a formal violation notice from the IEPA on August 17, 2017. **Exhibit C.** All corrective action had been taken and the site was in compliance by this date.

17. River City replied accordingly on September 20, 2017, proposing a Compliance Commitment Agreement, which the IEPA declined to issue via a response on October 2, 2017.

Exhibit D; Exhibit E.

18. On October 5, 2017, River City requested a meeting with the IEPA, which was ultimately scheduled for October 19, however River City did not receive the invitation to that meeting until it had already occurred, and were not able to attend.

19. On January 8, 2018, River City received correspondence from the IEPA dated December 27, 2017, indicating that the Venovich Property was reinspected on November 16, 2017 and was in compliance and no further violations were noted. **Exhibit F.**

20. On January 22, 2018, River City received correspondence from the IEPA indicating that River City had failed to adequately respond.

21. River City then met with the IEPA on February 21, 2018.

22. River City received no further correspondence regarding this matter until they received correspondence from the Illinois Attorney General indicating that the Attorney General was taking enforcement action on January 23, 2019.

23. River City met with the Attorney General's Office on February 20, 2019. That meeting proved to be futile, and the Attorney General went forward with this complaint on September 16, 2019.

24. Further affiant sayeth not.

Cody Gerdes, Defendant

 /s Cody Gerdes

Dated: May 12, 2021

Under Penalties as provided by law pursuant to applicable rules, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Cody Gerdes, Defendant

/s/ Cody Gerdes

4834-6841-9561, v. 2



Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Sixth day of February in the year Two Thousand and Sixteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Delavan CUSD #703
907 Locust Street
Delavan, IL 61734

and the Contractor:
(Name, address and other information)

River City Construction, L.L.C.
101 Hoffer Lane
East Peoria, IL 61611

for the following Project:
(Name, location, and detailed description)

New High School
Delavan CUSD #703

The project consists of a two story new high school with gymnasium, science classrooms and lab, family consumer science classroom and general classrooms (approximately 25,000 s.f.). The scope includes heating and ventilating, plumbing, electrical, fire protection, and site work as required for site utilities, drives and sidewalks. The existing high school building is to be demolished after new construction.

The Architect:
(Name, address and other information)

BLDD Architects, Inc.
201 E. Grove Street, Suite 300
Bloomington, IL 61701

BLDD Project No.: 142EX27.400

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Exhibit A

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement
(Paragraphs deleted)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 4:00 p.m. on August 11, 2017.

(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Million, Eight Hundred Eighteen Thousand Dollars (\$ 5,818,000), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any: N/A
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any: N/A
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
For use by General Contractor to provide all ISBE Called Inspections as required in Section 01 4001. General Contractor to obtain written instruction from Owner/ Architect prior to using Allowance. At Project closeout, credit unused amounts remaining in the allowance to Owner by Change Order.	\$20,000

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the second Wednesday of the month, the Owner shall make payment of the certified amount to the Contractor not later than the Wednesday following the fourth Monday of the month.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten Percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten Percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

10% retainage to be held until work reaches 50% complete, at that time retainage balance can start to decline down to 5%

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

12% per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Dr. Andrew Brooks
Delavan CUSD #703
907 Locust Street
Delavan, IL 61734

§ 8.4 The Contractor's representative:

(Name, address and other information)

Eric Bursott
River City Construction, L.L.C.
101 Hoffer Lane
East Peoria, IL 61611

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions (A201)	11 January 2016	7

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit A

(Table deleted)

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: Exhibit B

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
00 9101	29 January 2016	2 pgs. w/ 1 attachment
00 9102	5 February 2016	7 pgs. w/ 16 attachments
00 9103	10 February 2016	5 pgs. w/ 1 attachment
00 9104	12 February 2016	9 pgs. w/ 2 attachments

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

Exhibit A: List of Specifications

Exhibit B: List of Drawings

(Paragraphs deleted)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond
Per Construction Documents

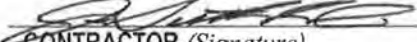
Limit of liability or bond amount (\$ 0.00)
Per Construction Documents

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Andrew Brooks, Superintendent
(Printed name and title)

(Date) 4-6-16


CONTRACTOR (Signature)

JOHN SUTHERLAND VICE PRESIDENT
(Printed name and title)

(Date) 3/14/16

BLDD ARCHITECTS, INC.
201 East Grove St., Suite 300
Bloomington, IL 61701

(844) 784-4440

PROJECT MANUAL FOR: New High School
Delavan CUSD #703

DATE: January 11, 2016

DIVISION	SECTION	TITLE	PAGES
<u>00</u>		<u>PROCUREMENT AND CONTRACT REQUIREMENTS</u>	
	00 0115	List of Drawing Sheets	00 0115-1-3
	00 1116	Invitation to Bid	00 1116-1-1
	00 2100	Instructions to Bidders	00 2100-1-6
	00 3101	Prevailing Wage Rates	00 3101-1-1
	00 4100	Bid Form	00 4100-1-4
	00 7200	General Conditions (AIA Form A201)	00 7200-1-39
	00 7300	Supplementary Conditions (A201)	00 7300-1-7
	00 9100	Reserved for Addenda	00 9100
<u>01</u>		<u>GENERAL REQUIREMENTS</u>	
	01 1000	Project Summary	01 1000-1-4
	01 2300	Alternates	01 2300-1-2
	01 3100	Project Coordination	01 3100-1-10
	01 3119	Project Meetings	01 3119-1-4
	01 3216	Construction Schedule	01 3216-1-3
	01 3300	Submittal Procedures	01 3300-1-12
	01 4000	Quality Requirements	01 4000-1-7
	01 4001	ISBE Called Inspections	01 4001-1-3
	01 5000	Temporary Facilities and Controls	01 5000-1-13
	01 6000	Product Requirements	01 6000-1-7
	01 7329	Cutting and Patching	01 7329-1-3
	01 7700	Closeout Procedures	01 7700-1-10
<u>02</u>		<u>EXISTING CONDITIONS</u>	
	02 4116	Building Demolition	02 4116-1-7
	02 4119	Selective Demolition for Remodeling	02 4119-1-7

Electronic Filing: Received, Clerk's Office 05/14/2021

DIVISION	SECTION	TITLE	PAGES
<u>03</u>		<u>CONCRETE</u>	
	03 3000	Concrete	03 3000-1-27
	03 3543	Polished Concrete Finishing	03 3543-1-6
	03 4500	Architectural Precast Concrete Wall Panels	03 4500-1-20
<u>04</u>		<u>MASONRY</u>	
	04 2000	Unit Masonry	04 2000-1-16
<u>05</u>		<u>METALS</u>	
	05 1200	Structural Steel	05 1200-1-13
	05 2100	Steel Joists	05 2100-1-7
	05 3100	Steel Deck	05 3100-1-9
	05 4000	Cold-Formed Metal Framing	05 4000-1-12
	05 5000	Metal Fabrications	05 5000-1-14
<u>06</u>		<u>WOOD, PLASTICS, AND COMPOSITES</u>	
	06 1000	Rough Carpentry	06 1000-1-6
	06 1216	Structural Insulated Panels	06 1216-1-10
	06 4000	Architectural Woodwork	06 4000-1-15
<u>07</u>		<u>THERMAL & MOISTURE PROTECTION</u>	
	07 1416	Fluid Applied Waterproofing	07 1416-1-5
	07 2100	Building Insulation	07 2100-1-8
	07 2129	Sprayed Urethane Foam Insulation	07 2129-1-6
	07 2726	Fluid-Applied Membrane Air Barrier	07 2726-1-9
	07 4214	Metal Soffit Panels	07 4214-1-5
	07 4646	Fiber Cement Siding	07 4646-1-5
	07 5423	Thermoplastic Polyolefin (TPO) Membrane Roofing	07 5423-1-8
	07 6200	Sheet Metal Flashing and Trim	07 6200-1-8
	07 8413	Penetration Firestopping	07 8413-1-9
	07 8446	Fire-Resistive Joint Systems	07 8446-1-6
	07 9200	Joint Sealants	07 9200-1-18
<u>08</u>		<u>OPENINGS</u>	
	08 1100	Metal Doors and Frames	08 1100-1-9
	08 1400	Wood Doors	08 1400-1-6
	08 3100	Access Panels and Frames	08 3100-1-4
	08 4113	Aluminum Entrances & Storefronts	08 4113-1-11
	08 4500	Translucent Wall Assemblies	08 4500-1-8
	08 6200	Unit Skylights	08 6200-1-5
	08 7100	Hardware	08 7100-1-20
	08 8000	Glazing	08 8000-1-17

Electronic Filing: Received, Clerk's Office 05/14/2021

DIVISION	SECTION	TITLE	PAGES
<u>09</u>		<u>FINISHES</u>	
	09 2100	Gypsum Board Assemblies	09 2100-1-13
	09 3000	Tile	09 3000-1-10
	09 5100	Acoustical Ceilings	09 5100-1-6
	09 6466	Wood Athletic Flooring	09 6466-1-6
	09 6513	Resilient Base, Stair Accessories, & Flooring Accessories	09 6513-1-8
	09 6519	Resilient Tile Flooring	09 6519-1-6
	09 6800	Carpet	09 6800-1-7
	09 9100	Paints and Coatings	09 9100-1-24
	09 9800	Coatings for Precast Concrete Wall Panels	09 9800-1-4
<u>10</u>		<u>SPECIALTIES</u>	
	10 1100	Visual Display Surfaces	10 1100-1-4
	10 1200	Display Cases	10 1200-1-4
	10 1420	Interior Graphics	10 1420-1-7
	10 1423	Panel Signage	10 1423-1-17
	10 2113	Toilet Compartments	10 2113-1-6
	10 2226	Operable Partitions	10 2226-1-5
	10 2800	Toilet and Bath Accessories	10 2800-1-7
	10 4116	Emergency Key Cabinets	10 4116-1-2
	10 4400	Fire Protection Specialties	10 4400-1-3
	10 5100	Lockers	10 5100-1-8
	10 7316	Exterior Canopy	10 7316-1-5
	10 7500	Flagpoles	10 7500-1-4
<u>11</u>		<u>EQUIPMENT</u>	
	11 5313	Laboratory Fume Hood	11 5313-1-12
<u>12</u>		<u>FURNISHINGS</u>	
	12 2413	Roller Window Shades	12 2413-1-6
	12 3553.13	Metal Laboratory Casework	12 3553.13-1-12
	12 6600	Telescoping Stands	12 6600-1-5
<u>14</u>		<u>CONVEYING EQUIPMENT</u>	
	14 2100	Electric Traction Elevators	14 2100-1-12
<u>21</u>		<u>FIRE SUPPRESSION</u>	
	21 0517	Sleeves and Sleeve Seals for Fire-Suppression Piping	21 0517-1-4
	21 0518	Escutcheons for Fire-Suppression Piping	21 0518-1-2
	21 0523	General-Duty Valves for Fire-Suppression Piping	21 0523-1-9
	21 1119	Fire-Department Connections	21 1119-1-2
	21 1313	Wet-Pipe Sprinkler Systems	21 1313-1-20

Electronic Filing: Received, Clerk's Office 05/14/2021

DIVISION	SECTION	TITLE	PAGES
<u>22</u>		<u>PLUMBING</u>	
	22 0517	Sleeves and Sleeve Seals for Plumbing Piping	22 0519-1-5
	22 0518	Escutcheons for Plumbing Piping	22 0518-1-2
	22 0519	Meters and Gages for Plumbing Piping	22 0519-1-6
	22 0523.12	Ball Valves for Plumbing Piping	22 0523.12-1-4
	22 0523.14	Check Valves for Plumbing Piping	22 0523.14-1-5
	22 0553	Identification for Plumbing Piping and Equipment	22 0553-1-4
	22 0719	Plumbing Piping Insulation	22 0719-1-16
	22 1116	Domestic Water Piping	22 1116-1-9
	22 1119	Domestic Water Piping Specialties	22 1119-1-10
	22 1123	Domestic Water Pumps	22 1123-1-5
	22 1316	Sanitary Waste and Vent Piping	22 1316-1-7
	22 1319	Sanitary Waste Piping Specialties	22 1319-1-8
	22 1413	Facility Storm Drainage Piping	22 1413-1-6
	22 1423	Storm Drainage Piping Specialties	22 1423-1-4
	22 1429	Sump Pumps	22 1429-1-5
	22 3100	Domestic Water Softeners	22 3100-1-7
	22 3400	Fuel-Fired, Domestic-Water Heaters	22 3400-1-7
	22 4213.13	Commercial Water Closets	22 4213.13-1-5
	22 4213.16	Commercial Urinals	22 4213.16-1-3
	22 4216.13	Commercial Lavatories	22 4216.13-1-5
	22 4216.16	Commercial Sinks	22 4216.16-1-6
	22 4223	Commercial Showers	22 4223-1-4
	22 4500	Emergency Plumbing Fixtures	22 4500-1-5
	22 4716	Pressure Water Coolers	22 4716-1-3
	22 6600	Chemical Waste Systems	22 6600-1-9
<u>23</u>		<u>HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)</u>	
	23 0517	Sleeves and Sleeve Seals for HVAC Piping	23 0517-1-4
	23 0519	Meters and Gages for HVAC Piping	23 0519-1-5
	23 0523	General Duty Valves for HVAC Piping	23 0523-1-6
	23 0529	Hangers and Supports for HVAC Piping and Equipment	23 0529-1-9
	23 0553	Identification for HVAC Piping and Equipment	23 0553-1-4
	23 0593	Testing, Adjusting and Balancing for HVAC	23 0593-1-13
	23 0713	Duct Insulation	23 0713-1-7
	23 0719	HVAC Piping Insulation	23 0719-1-14
	23 0900	Instrumentation and Control for HVAC	23 0900-1-51
	23 0993	Sequence of Operations for HVAC Controls	23 0993-1-6
	23 1123	Facility Natural-Gas Piping	23 1123-1-16
	23 2113	Hydronic Piping	23 2113-1-9
	23 2113.33	Ground-Loop Heat-Pump Piping	23 2113.33-1-3
	23 2116	Hydronic Piping Specialties	23 2116-1-5
	23 2123	Hydronic Pumps	23 2123-1-5
	23 2513	Water Treatment for Closed-Loop Hydronic Systems	23 2513-1-4
	23 3113	Metal Ducts	23 3113-1-9
	23 3300	Air Duct Accessories	23 3300-1-9
	23 3423	HVAC Power Ventilators	23 3423-1-5

Electronic Filing: Received, Clerk's Office 05/14/2021

DIVISION	SECTION	TITLE	PAGES
<u>23</u>		<u>HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) – CONTINUED</u>	
	23 3713	Diffusers, Registers, and Grilles	23 3713-1-5
	23 7200	Air-to-Air Energy Recovery Equipment	23 7200-1-4
	23 7413	Roof Top Units	23 7413-1-10
	23 7433	Dedicated Outdoor-Air Units	23 7433-1-14
	23 8126	Split-System Air-Conditioners	23 8126-1-7
	23 8146.13	Water-to-Air Heat Pumps	23 8146.13-1-8
	23 8239.13	Cabinet Unit Heaters	23 8239.13-1-4
<u>26</u>		<u>ELECTRICAL</u>	
	26 0500	Common Work Results for Electrical	26 0500-1-3
	26 0519	Low-Voltage Electrical Power Conductors and Cables	26 0519-1-5
	26 0523	Control-Voltage Electrical Power Cables	26 0523-1-4
	26 0526	Grounding and Bonding for Electrical Systems	26 0526-1-4
	26 0529	Hangers and Supports for Electrical Systems	26 0529-1-5
	26 0533	Raceway and Boxes for Electrical Systems	26 0533-1-6
	26 0553	Identification for Electrical Systems	26 0553-1-4
	26 0923	Lighting Control Devices	26 0923-1-4
	26 2413	Switchboards	26 2413-1-7
	26 2416	Panelboards	26 2416-1-7
	26 2726	Wiring Devices	26 2726-1-5
	26 2816	Enclosed Switches and Circuit Breakers	26 2816-1-5
	26 2913	Enclosed Controllers	26 2913-1-5
	26 2923	Variable-Frequency Motor Controllers	26 2923-1-7
	26 4313	Transient-Voltage Suppression for Low-Voltage Electrical Power Circuits	26 4313-1-3
	26 5100	Interior Lighting	26 5100-1-6
	26 5600	Exterior Lighting	26 5600-1-6
<u>27</u>		<u>COMMUNICATIONS</u>	
	27 0500	Common Work Results for Communications	27 0500-1-3
<u>28</u>		<u>ELECTRONIC SAFETY AND SECURITY</u>	
	28 0500	Common Work Results for Electronic Safety and Security	28 0500-1-3
	28 0513	Conductors and Cables for Electronic Safety and Security	28 0513-1-6
	28 3111	Digital, Addressable Fire-Alarm System	28 3111-1-12
<u>31</u>		<u>EARTHWORK</u>	
	31 2000	Earthwork	31 2000-1-8
	31 3116	Termite Control	31 3116-1-4

Electronic Filing: Received, Clerk's Office 05/14/2021

DIVISION	SECTION	TITLE	PAGES
32		<u>EXTERIOR IMPROVEMENTS</u>	
	32 0000	Exterior Improvements	32 0000-1-51
	32 9200	Turf and Grasses	32 9200-1-10

END TOC

DIVISION 00 - PROCUREMENT AND CONTRACT REQUIREMENTS

Document 00 0115 - List of Drawing Sheets

G101 COVER SHEET
G102 SITE PLAN LOGISTICS & PHASING PLAN

CIVIL

C100 GENERAL NOTES, LEGEND AND REFERENCED STANDARDS
C101 PHASING PLAN
C200 EXISTING CONDITIONS, DEMOLITION AND EROSION CONTROL
C300 UTILITY PLAN
C400 SITE PLAN
C500 LAYOUT AND GRADING PLAN
C510 LAYOUT AND GRADING POINT SCHEDULE
C600 EROSION CONTROL DETAILS
C700 UTILITY DETAILS
C800 PAVEMENT DETAILS AND SIDEWALK JOINTING PLANS
C810 ACCESSIBLE AND MISCELLANEOUS SITE DETAILS

ARCHITECTURAL

G201 GENERAL ACCESSIBILITY INFO & MOUNTING HEIGHTS
G301 ABBREVIATIONS, CODE ANALYSIS & PARTITION HEIGHTS
G302 CODE ANALYSIS - FLOOR PLANS

D101 DEMOLITION PLAN, ELEVATIONS AND SECTIONS
D301 DEMOLITION ROOF PLAN
D801 REFLECTED CEILING DEMOLITION PLAN
D802 REFLECTED CEILING DEMOLITION PLAN

S100 STRUCTURAL GENERAL NOTES & TYPICAL DETAILS
S101 FOUNDATION PLAN
S102 FOUNDATION DETAILS
S201 SECOND FLOOR AND LOW ROOF FRAMING PLAN
S202 MAIN ROOF FRAMING PLAN
S301 COLUMN SCHEDULE & FRAMING DETAILS
S302 FRAMING DETAILS

A101 FIRST FLOOR PLAN
A102 SECOND FLOOR PLAN

A201 BUILDING ELEVATIONS
A202 PRECAST CONCRETE PANEL ELEVATIONS
A203 BUILDING SECTIONS
A204 BUILDING SECTIONS

A301 ROOF PLAN
A302 ROOF DETAILS
A303 ROOF DETAILS

ARCHITECTURAL CONTINUED

A401	DOOR SCHEDULE & DETAILS
A402	WINDOW ELEVATIONS & DETAILS
A403	WINDOW DETAILS
A404	WINDOW DETAILS
A501	WALL SECTIONS
A502	WALL SECTIONS
A503	WALL SECTIONS
A504	WALL SECTIONS
A505	WALL SECTIONS
A506	WALL SECTIONS
A507	WALL SECTIONS
A508	HORIZONTAL DETAILS
A509	HORIZONTAL DETAILS
A510	HORIZONTAL DETAILS
A601	STAIR, ELEVATOR & RAMP PLANS & SECTIONS
A602	STAIR AND ELEVATOR DETAILS
A701	ROOM FINISH SCHEDULE & TOILET ROOMS PLANS
A702	INTERIOR ELEVATIONS - CLASSROOMS & ADMIN.
A703	INTERIOR ELEVATIONS & CASEWORK DETAILS
A704	INTERIOR ELEVATIONS - MULTI-PURPOSE ROOM
A705	INTERIOR ELEVATIONS - LOBBY
A706	INTERIOR ELEVATIONS - MAIN CORRIDOR
A801	FIRST FLOOR REFLECTED CEILING PLAN
A802	SECOND FLOOR REFLECTED CEILING PLAN
A803	FIRST FLOOR REFLECTED CEILING PLAN - JR. HIGH
A804	FIRST FLOOR REFLECTED CEILING PLAN - ELEMENTARY
A901	FIRST FLOOR FINISHES PLAN
A902	SECOND FLOOR FINISHES PLAN
M/E/P	
P100	FOUNDATION FLOOR PLUMBING PLAN
P101	FIRST FLOOR PLUMBING PLAN
P102	SECOND FLOOR PLUMBING PLAN
P103	ROOF PLUMBING PLAN
P400	PLUMBING SCHEDULES AND DETAILS
P500	PLUMBING ISOMETRICS - WASTE AND VENT PIPING
P501	PLUMBING ISOMETRICS - DOMESTIC SUPPLY PIPING
FP101	FIRST FLOOR FIRE PROTECTION PLAN
FP102	SECOND FLOOR FIRE PROTECTION PLAN
HD101	FIRST FLOOR HEATING DEMOLITION PLAN

M/E/P CONTINUED

H100 FIRST FLOOR HEATING PLAN - GROUND WELL PIPING
H101 FIRST FLOOR HEATING PLAN - HIGH SCHOOL
H102 FIRST FLOOR HEATING PLAN - EXISTING JR HIGH
H103 FIRST FLOOR HEATING PLAN - EXISTING ELEMENTARY
H104 SECOND FLOOR HEATING PLAN - HIGH SCHOOL

H400 HEATING NOTES, DETAILS AND SCHEDULES

V101 FIRST FLOOR - VENTILATING PLAN
V102 SECOND FLOOR - VENTILATING PLAN

V400 VENTILATING DETAILS
V500 VENTILATING SCHEDULES

ED100 SITE PLAN - ELECTRICAL DEMOLITION

E100 SITE PLAN - ELECTRICAL
E101 FIRST FLOOR ELECTRICAL PLAN - LIGHTING
E102 SECOND FLOOR ELECTRICAL PLAN - LIGHTING
E103 FIRST FLOOR ELECTRICAL PLAN - POWER
E104 SECOND FLOOR ELECTRICAL PLAN - POWER
E105 FIRST FLOOR ELECTRICAL PLAN - SYSTEMS
E106 SECOND FLOOR ELECTRICAL PLAN - SYSTEMS

E200 ELECTRICAL ONE-LINE DIAGRAM - NEW
E201 PANEL SCHEDULES
E202 PANEL SCHEDULES
E204 EQUIPMENT CONNECTION SCHEDULE
E400 ELECTRICAL DETAILS
E401 ELECTRICAL DETAILS
E402 ELECTRICAL DETAILS
E403 ELECTRICAL FIRE ALARM DETAILS
E500 GENERAL ELECTRICAL NOTES AND LEGENDS
E501 ELECTRICAL SCHEDULES
E502 ELECTRICAL SCHEDULES

All drawings are dated 01/11/2016.

END 00 0115

RECEIVED

JUL 22 2016

RIVER CITY CONSTRUCTION LLC

SUBCONTRACT FOR BUILDING CONSTRUCTION

ARTICLE 1
AGREEMENT

This Agreement made on June 28, 2016 and effective June 28, 2016, by and between River City Construction, L.L.C. hereinafter called the Contractor and Iron Hustler Excavating hereinafter called the Subcontractor, to perform part of the Work on the following project.

PROJECT: Delavan High School

OWNER: Delavan CUSD #703
907 Locust Street
Delavan, IL 61734

ARCHITECT: Bldd Architects
100 Merchant St Suite 200
Decatur, IL 62523

CONTRACTOR: River City Construction, L.L.C.
101 Hoffer Lane
East Peoria, IL 61611

SUBCONTRACTOR: Iron Hustler Excavating
Po Box 120026
Peoria, IL 61614

CONTRACT PRICE: \$373,439.00

JOB NUMBER: 162200.

VENDOR NUMBER: 14952

SUBCONTRACT NUMBER: 1622000003

Notice to the parties shall be given at the above address.

ARTICLE 2
SCOPE OF WORK

2.1 SUBCONTRACTOR'S WORK. The contractor employs the Subcontractor as an independent contractor, to perform the work described in Article 16. The Subcontractor shall perform such work (hereinafter called the "Subcontractor's Work") under the general direction of the Contractor and in accordance with this Agreement and the Contract Documents.

2.2 CONTRACT DOCUMENTS. The Contract Documents, which are binding on the Subcontractor, are as set forth in Article 16.5. Upon the Subcontractor's request the Contractor shall furnish a copy of any part of these documents.

ARTICLE 3
SCHEDULE OF WORK

3.1 TIME IS OF ESSENCE. Time is of the essence for both parties, and they mutually agree to see to the performance of their respective work and the work of their subcontractors so that the entire project may be complete in accordance with the Contract Documents and the Schedule of Work. The Contractor shall prepare the Schedule of Work and revise such schedule as the work progress.

3.2 DUTY TO BE BOUND. Both the Contractor and the Subcontractor shall be bound by the Schedule of Work. The Subcontractor shall provide the Contractor with any requested scheduling information for the Subcontractor's Work. The Schedule of Work and all subsequent changes therein shall be submitted to the Subcontractor in advance of the required performance. Should the progress of the work or of the project be delayed by any fault, neglect, or failure to act of Subcontractor so as to cause any additional cost, expense, liability or damage to Contractor or Owner, Subcontractor agrees to compensate Contractor or Owner for and indemnify them against all costs, expenses, damages and liability.

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3.3 SCHEDULE CHANGES. Contractor reserves the right to modify the Schedule of Work with respect to the required sequence or duration of the Work or any portion thereof, and Contractor makes no representation that Subcontractor will be able to commence, prosecute, or complete Subcontractor's Work in accordance with the original Schedule of Work or any revision thereto.

3.4 PRIORITY OF WORK. The Contractor shall have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work.

The Subcontractor shall commence its work within three (3) working days of notice to proceed from the Contractor and if such work is interrupted for any reason the Subcontractor shall resume such work within three (3) working days from the Contractor's notice to do so.

ARTICLE 4 CONTRACT PRICE

The Contractor agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's Work the sum of Three Hundred Seventy-Three Thousand Four Hundred Thirty-Nine Dollars and 00/100^{ths} (\$373,439.00) in accordance with Article 5, subject to additions or deductions per Article 6 and to the conditions of Article 16.2.

ARTICLE 5 PAYMENT

5.1 GENERAL PROVISIONS

5.1.1 SCHEDULE OF VALUES. The Subcontractor shall provide a schedule of values satisfactory to the Contractor and the Owner no more than ten (10) days from the date of execution of this Agreement.

5.1.2 ARCHITECT VERIFICATION. Upon request the Contractor shall give the Subcontractor written authorization to obtain directly from the Architect the percentage of completion certified for the Subcontractor's Work.

5.1.3 PAYMENT USE VERIFICATION. The Contractor 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 or materials furnished for use in performing the Subcontractor's Work.

5.1.4 PARTIAL LIEN WAIVERS AND AFFIDAVITS. When required by the Contractor, and as a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Owner and the Contractor, partial lien or claim waivers and affidavits from the Subcontractor, and its sub-subcontractors and suppliers for the completed Subcontractor's Work. Such waivers may be made conditional upon payment.

5.1.5 SUBCONTRACTOR PAYMENT FAILURE. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor shall give written notice of such claim or lien to the Subcontractor and may take any steps deemed necessary to insure that any progress payment shall be utilized to pay such obligations.

If upon receipt of said notice, the Subcontractor does not:

(a) Supply evidence to the satisfaction of the Contractor that the monies owing to the claimant have been paid; or

(b) Post a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the premises from such claim or lien; then the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien until the claim or lien has been satisfied by the Subcontractor.

5.1.6 PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor or the Owner of any portion of the Subcontractor's Work.

5.2 PROGRESS PAYMENTS

5.2.1 APPLICATION. The Subcontractor's progress payment application for work performed in the preceding payment period shall be submitted to the Contractor per the terms of this Agreement and specifically Articles 5.1.1, 5.2.2, 5.2.3, and 5.2.4 for approval of the Contractor and the Contractor shall forward, without delay, the approved value to the Owner for payment.

5.2.2 RETAINAGE/SECURITY. The rate of retainage shall not exceed the percentage retained from the Contractor's payment by the Owner for the Subcontractor's Work.

If the Subcontractor has furnished a bond or security, its work is satisfactory and the Contract Documents provide for reduction of

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retainage at a specified percentage of completion, the Subcontractor's retainage shall also be reduced when the Subcontractor's Work has attained the same percentage of completion and the Contractor's retainage for the Subcontractor's Work has been so reduced by the Owner.

5.2.3 TIME OF APPLICATION. The Subcontractor shall submit progress payment applications to the Contractor no later than the 25th day of each payment period for work performed up to and including the 31st day of the payment period indicating work completed and, to the extent allowed under Article 5.2.4, materials suitably stored during the preceding payment period.

5.2.4 STORED MATERIALS. Unless otherwise provided in the Contract Documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered and suitably stored at the site or at some other location agreed upon in writing. Approval of payment application 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 Contractor to establish the Owner's title to such materials and equipment or otherwise protect the Owner's and Contractor's interests therein, including transportation to the site or a material bond covering 100% value of the material stored off site.

5.2.5 PAYMENT FAILURE. If for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Contractor within seven (7) days after receipt by the Contractor of payment from the Owner for such Subcontractor's work, then the Subcontractor, upon giving an additional seven (7) days' written notice to the Contractor, and without prejudice to and in addition to any of his other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. To the extent obtained by the Contractor under the Contract Documents, or if the nonpayment is the fault of the Contractor, the contract sum shall be increased by the amount of the Subcontractor's reasonable costs of shutdown, delay, and startup, which shall be effected by appropriate Change Order.

If the Subcontractor's Work has been stopped for thirty (30) days because the Subcontractor has not received progress payments as required hereunder, the Subcontractor may terminate this Agreement upon giving the Contractor an Additional seven (7) days' written notice.

5.3 FINAL PAYMENT

5.3.1 APPLICATION. Upon acceptance of the Subcontractor's Work by the Owner, the Contractor, and if necessary, the Architect, and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Contract Documents and Article 5.3.2, the Contractor shall forward the Subcontractor's application for final payment without delay.

5.3.2 REQUIREMENTS. Before the Contractor shall be required to forward the Subcontractor's application for final payment to the Owner, the Subcontractor shall submit to the Contractor:

(a) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the owner or his property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;

(b) Consent of surety to final payment, if required;

(c) Satisfaction of required closeout procedures; and

(d) Other data if required by the Contractor or Owner, such as warranties, receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Contractor or Owner. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work except those identified in writing as unsettled by the time of the Subcontractor's application for final payment, but shall in no way relieve the Subcontractor of liability for the obligations assumed under Article 9.9 hereof, or for faulty or defective work appearing after final payment.

5.3.3 TIME OF PAYMENT. Final payment of the balance due of the contract price shall be made to the Subcontractor within Seven (7) days after receipt by the Contractor of final payment from the Owner for such Subcontractor's Work. If the Owner or his designated agent does not issue a Certificate for Payment or the Contractor does not receive payment for any cause, which is not the fault of the Subcontractor, the Contractor shall promptly inform the Subcontractor in writing. The Contractor shall also diligently pursue, with the assistance of the Subcontractor, the prompt release by the Owner of the final payment due for the Subcontractor's work.

5.4 LATE PAYMENT INTEREST. To the extent obtained by the Contractor under the Contract 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 in the Contract Documents, or, in the absence thereof, at the legal rate prevailing at the place of the Project.

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ARTICLE 6

CHANGES, CLAIMS AND DELAYS

6.1 CHANGES. When the Contractor so orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Work, which are within the general scope of this Agreement.

Adjustments in the contract price or contract time, if any, resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents.

No such adjustment shall be made for any such changes performed by the Subcontractor that have not been so ordered by the Contractor.

6.2 Subcontractor Claims for Adjustments in the Contract Price or Contract Time. The Subcontractor shall give the Contractor written notice of all claims for adjustments of the contract price or the contract time within a reasonable time after the event or condition-giving rise to the claim. The Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner provided in the Contract Documents for like claims by the Contractor upon the owner. Notwithstanding any other provision of this Agreement or the Contract Documents, Subcontractor waives and releases any claim for an adjustment in the contract price, additional compensation for extra work, changed conditions, damages for delay or other causes, or an extension of the contract time unless the Subcontractor gives written notice of such claim to the Contractor within 60 days after the first occurrence of the event or condition which gives rise to the claim. Subcontractor further agrees to provide to the Contractor within 30 days of the Contractor's request all of the Subcontractor's backup documentation supporting the claims. All unresolved claims, disputes and other matters in question between the Contractor and the Subcontractor shall be resolved in the manner provided in Article 14 herein.

6.3 DELAY. If the progress of the Subcontractor's Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontractor's Work shall be extended by Change Order to the extent obtained by the Contractor under the Contract Documents and the Schedule of Work shall be revised accordingly.

The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delays caused by any person not a party to this Agreement unless the Contractor has first recovered the same on behalf of the Subcontractor from said person, it being understood and agreed by the Subcontractor that, apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay shall be an extension in the time for performance of the Subcontractor's Work.

6.4 LIQUIDATED DAMAGES. If the Contract Documents provide for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and are so assessed, then the Contractor may assess same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay. However the amount of such assessment shall not exceed the amount assessed against the Contractor.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

7.1 OBLIGATIONS DERIVATIVE. The Contractor binds itself to the Subcontractor under this Agreement in the same manner as the Owner is bound to the Contractor under the Contract Documents.

7.2 AUTHORIZED REPRESENTATIVE. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) a) on-site and b) off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

7.3 STORAGE ALLOCATION. The Contractor shall allocate adequate storage areas, if available, for the Subcontractor's materials and equipment during the course of the Subcontractor's Work.

7.4 NON-CONTRACTED SERVICES. The Contractor agrees that no claim for payment for services rendered or materials and equipment furnished by the Contractor to the Subcontractor shall be valid without prior notice to the Subcontractor, except in an emergency affecting the safety of persons or property, and unless written notice thereof is given by the Contractor during the first ten days of the calendar month following that in which the claim originated.

ARTICLE 8

SUBCONTRACTOR'S OBLIGATIONS

8.1 OBLIGATIONS DERIVATIVE. The Subcontractor binds itself to the Contractor under this Agreement in the same manner as the Contractor is bound to the Owner under the Contract Documents.

8.2 RESPONSIBILITIES. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to,

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competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontractor's Work.

The Subcontractor shall provide a list of proposed sub-subcontractors, and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work.

8.3 TEMPORARY SERVICES. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work, except as provided in Article 16. Said article also identifies those common temporary services (if any), which are to be furnished by this subcontractor.

8.4 COORDINATION. The Subcontractor shall:

- (a) Cooperate with the Contractor and all others whose work may interfere with the Subcontractor's Work.
- (b) Specifically note and immediately advise the Contractor of any such interference with the Subcontractor's Work; and
- (c) Participate in the preparation of coordination drawings and work schedules in areas of congestion.

8.5 AUTHORIZED REPRESENTATIVE. The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) a) on-site and b) off-site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions, except in an emergency.

8.6 PROVISION FOR INSPECTION. The Subcontractor shall notify the contractor when portions of the Subcontractor's Work are ready for inspection. The Subcontractor shall at all times furnish the Contractor and its representative adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment. The Subcontractor shall furnish to the Contractor in such detail and as often as required, full reports of the progress of the Subcontractor's Work irrespective of the location of such work.

8.7 SAFETY AND CLEANUP. The Subcontractor shall follow the Contractor's clean-up and safety directions, and

- (a) At all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and
- (b) Remove Subcontractor's debris from the work site and shall leave the area of Subcontractor's work "broom clean" upon completion of his portion of the work.

If the Subcontractor fails to immediately commence compliance with such safety duties or commence clean-up duties within 24 hours after receipt from the Contractor of written notice of noncompliance, the Contractor may implement such safety or cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

8.8 PROTECTION OF THE WORK. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor.

8.9 PERMITS, FEES AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontractor's Work in accordance with the Contract Documents.

To the extent obtained by the Contractor under the Contract Documents, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules regulations and taxes enacted after the date of the Agreement.

8.10 1 ASSIGNMENT. The Subcontractor shall not assign this Agreement nor its proceeds nor subcontract the whole nor any part of the Subcontractor's Work without prior written approval of the Contractor, which shall not be unreasonably withheld.

8.11 NON-CONTRACTED SERVICES. The Subcontractor agrees that no claim for payment for services rendered or materials and equipment furnished by the Subcontractor to the Contractor shall be valid without prior notice to the Contractor, except in an emergency affecting the safety of persons or property, and unless written notice thereof is given by the Subcontractor during the first ten days of the calendar month following that in which the claim originated.

ARTICLE 9

SUBCONTRACTOR PROVISIONS

9.1 LAYOUT RESPONSIBILITY AND LEVELS. The Contractor shall establish principal axis lines of the building and site whereupon the

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Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

9.2 WORKMANSHIP. Every part of the Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

9.3 MATERIALS FURNISHED BY OTHERS. In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damages due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

9.4 SUBSTITUTIONS. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Contractor for any increased costs incurred by the Contractor as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

9.5 USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative.

If the Subcontractor or any of its agents, employees, suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall be liable to the Contractor as provided in Article 12 for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of the Contractor's employees operating such equipment.

9.6 CONTRACT BOND REVIEW. The Contractor's Payment Bond for the Project, if any, may be reviewed and copied by the Subcontractor.

9.7 OWNER ABILITY TO PAY. The Subcontractor shall have the right to receive from the Contractor information relative to the Owner's financial ability to pay for the work.

9.8 SUBCONTRACTOR BOND. If a Performance and Payment Bond is required of the Subcontractor under Article 16, then within the duration of this Agreement, the Contractor may require such bonds and the Subcontractor shall provide same.

Said bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to the Contractor.

The Subcontractor shall be reimbursed for cost of same simultaneously with the first progress payment hereunder.

In the event the Subcontractor shall fail to promptly provide such requested bonds, the Contractor may terminate this Agreement and re-let the work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by the Subcontractor.

9.9 WARRANTY. The Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents.

The Subcontractor agrees to satisfy such warranty obligations, which appear within the guarantee or warranty period established in the Contract Documents without cost to the Owner or the Contractor.

If no guarantee or warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty its work as described above for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or use by the Contractor or Owner of designated equipment, whichever is sooner.

The Subcontractor further agrees to execute any special guarantees or warranties that are required by the Contract Documents for the Subcontractor's Work prior to final payment.

ARTICLE 10 RECOURSE BY CONTRACTOR

10.1 FAILURE OF PERFORMANCE

10.1.1 NOTICE TO CURE. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or it fails to make prompt payment for its workers, sub-subcontractors or suppliers, disregards laws, ordinances, rules,

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regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, and fails within three (3) working days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Contractor, without prejudice to any rights or remedies, shall have the right to any or all of the following remedies;

(a) Supply such number of workers quantity of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Subcontractor's Work, or any part thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees;

(b) Contract with one or more additional contractors to perform such part of the Subcontractor's Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor;

(c) Withhold payment of any monies due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor;

(d) In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice.

10.1.2 TERMINATION BY CONTRACTOR. If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) working days after receipt by the Contractor of the notice issued under Article 10.1.1, then the Contractor may, in lieu of or in addition to Article 10.1.1, issue a second written notice, by certified mail, to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within seven (7) working days after receipt by the Subcontractor of the notice, the Contractor may terminate this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractors' Work. The Contractor also may furnish those materials, equipment and/or employ such workers or Subcontractors, as the Contractor deems necessary to maintain the orderly progress of the Work.

All of the costs incurred by the Contractor in so performing the Subcontractor's Work, including reasonable overhead, profit and attorney's fees, shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the subcontract price.

10.1.3 USE OF SUBCONTRACTOR'S EQUIPMENT. If the Contractor performs work under this Article or sublets such work to be so performed, the Contractor and/or the persons to whom work has been sublet shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to the Subcontractor and located at the Project.

10.2 BANKRUPTCY

10.2.1 TERMINATION ABSENT CURE. Upon the appointment of a receiver for the Subcontractor or upon the Subcontractor making assignment for the benefit of creditors, the Contractor may terminate this Agreement upon giving three (3) working days written notice, by certified mail, to the Subcontractor and its surety, if any. If an order for relief is entered under the bankruptcy code with respect to the Subcontractor, the Contractor may terminate this Agreement by giving three (3) working days written notice, by certified mail, to the Subcontractor, its trustee, and its surety, if any, unless the Subcontractor, the surety, or the trustee:

(a) Promptly cures all defaults;

(b) Provides adequate assurances of future performance;

(c) Compensates the Contractor for actual pecuniary loss resulting from such defaults; and

(d) Assumes the obligations of the Subcontractor within the statutory time limits.

10.2.2 INTERIM REMEDIES. If the Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work.

The Contractor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees.

The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the contract price.

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10.3 SUSPENSION BY OWNER. Should the Owner suspend the Prime Contract or any part of the Prime Contract, which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing, and upon receipt of said notice the Subcontractor shall immediately suspend the Subcontractor's Work.

In the event of such Owner suspension, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner suspension.

10.4 TERMINATION BY OWNER. Should the Owner terminate the Prime Contract or any part of the Prime Contract, which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing, and upon receipt of said notice, this Agreement shall also be terminated and the Subcontractor shall immediately stop the Subcontractor's Work. In the event of such Owner termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents.

The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of the Owner termination.

10.5 TERMINATION FOR CONVENIENCE. The Contractor may order the Subcontractor in writing to suspend, delay, or interrupt all or any part of the Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of the Contractor. The Subcontractor shall notify the Contractor in writing within ten (10) working days after receipt of the Contractor's order of the effect of such order upon the Subcontractor's Work, and the contract price or contract time shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension, delay, or interruption.

No claim under this Article shall be allowed for any costs incurred more than ten (10) working days prior to the Subcontractor's notice to the Contractor.

Neither the contract price nor the contract time shall be adjusted under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed, or interrupted by the fault or negligence of the Subcontractor.

10.6 WRONGFUL EXERCISE. If the Contractor wrongfully exercises any option under this Article, the Contractor shall be liable to the Subcontractor solely for the reasonable value of work performed by the Subcontractor prior to the Contractor's wrongful action, including reasonable overhead and profit, less prior payments made, and attorney's fees.

10.7 LIENS/NON-PAYMENT OF SUPPLIERS. Notwithstanding any other provision of this Agreement, if any claim is made or lien filed with or against Contractor, its surety, if any, Owner, the Project or the premises upon which Project is located, by any person claiming that Subcontractor or any subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Contractor, its surety, or Owner might become liable and which is chargeable to the Subcontractor, Contractor shall have the right to retain from any payment then due or thereafter to become due an amount which Contractor deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment or default, and (3) compensate the Contractor and the Owner for and indemnify them against any and all losses, liability, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith. Contractor shall have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Subcontractor shall be liable for the difference and pay the same to the Contractor.

ARTICLE 11 LABOR RELATIONS

Subcontractor agrees to comply with all current labor contracts that Subcontractor is signatory to.

ARTICLE 12 INDEMNIFICATION

12.1 SUBCONTRACTOR'S PERFORMANCE. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors and subcontractors and all of their agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work provided that;

(a) Any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontractor's Work itself) including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in any part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by the

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Subcontractor or anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

(b) Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Article 12.

12.2 NO LIMITATION UPON LIABILITY. In any and all claims against the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, 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 under this Article 12 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 worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.3 ARCHITECT EXCLUSION. The obligations of the Subcontractor under this Article 12 shall not extend to the liability of the Architect, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

12.4 COMPLIANCE WITH LAWS. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontractor's Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which the Contractor must comply according to the Contract Documents.

The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

12.5 PATENTS. Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees, which may be due on the inclusion of any patented materials in the Subcontractor's Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's Work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all costs, expenses, and attorney's fees.

ARTICLE 13 INSURANCE

13.1 SUBCONTRACTOR'S INSURANCE. Prior to start of the Subcontractor's work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of the Contractor under the Contract Documents except as follows:

The Contractor, Owner and Architect shall be named as additional insured on each of these policies except for Worker's Compensation.

This insurance shall include contractual liability insurance covering the Subcontractor's obligation under Article 12.

13.2 MINIMUM LIMITS OF LIABILITY. The insurance required by Article 13.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater.

13.3 NUMBER OF POLICIES. Comprehensive General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

13.4 CANCELLATION, RENEWAL OR MODIFICATION. The Subcontractor shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor.

All insurance policies shall contain a provision that the coverages afforded there under shall not be cancelled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor unless otherwise specifically required in the Contract Documents.

Certificates of Insurance, or certified copies of policies acceptable to the Contractor shall be filed with the Contractor prior to the commencement of the Subcontractor's Work.

In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.

13.5 WAIVER OF RIGHTS. The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect, separate

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contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect listed in Article 12.3.

Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by the Contractor. The Subcontractor shall satisfy itself as to the existence and extent of such insurance prior to commencement of the Subcontractor's Work.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment under Article 5.

13.6 ENDORSEMENT. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

ARTICLE 14 ARBITRATION

14.1 AGREEMENT TO ARBITRATE. All claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

14.2 NOTICE OF DEMAND. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Any demand for arbitration made by the Subcontractor against the Contractor for adjustments in the contract price, additional compensation for extra work or changed conditions, or damages for delay or other causes shall be made within 180 days after written notice of the claim, dispute or other matter has been given by the Subcontractor to the Contractor. If a demand for arbitration is not made within 180 days after written notice of the claim, dispute or other matter has been given by the Subcontractor to the Contractor, the Subcontractor's claim for an adjustment in the contract price, additional compensation for extra work or changed conditions, or for damages for delay or other causes shall be barred and the Subcontractor shall not be able to recover against the Contractor.

14.3 AWARD. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

14.4 WORK CONTINUATION AND PAYMENT. Unless otherwise agreed in writing, the Subcontractor shall carry on the Work and maintain the Schedule of Work pending arbitration, and, if so, the Contractor shall continue to make payments in accordance with this Agreement.

14.5 RIGHTS OR REMEDIES PROVIDED BY STATUTE. Except as provided in this subparagraph, 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. Subcontractor agrees, however, that any lien claims or payment bond claims shall be filed with the appropriate parties within 180 days after written notice of the claim has been given by the Subcontractor to the Contractor or within the period of time provided by statute for the filing of such claims, whichever is less.

14.6 COMMON ARBITRATORS. To the extent agreed upon by all parties, the claims and disputes of the Owner, Architect, Contractor and Subcontractor and other subcontractors and suppliers involving a common question of fact or law shall be heard by the same arbitrator(s).

ARTICLE 15 CONTRACT INTERPRETATION

15.1 INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in the Contract Documents, the Subcontractor shall notify the Contractor in accordance with the General Conditions of the Contract Documents.

15.2 LAW AND EFFECT. This Agreement shall be governed by the law of the State of Illinois.

15.3 SEVERABILITY AND WAIVER. 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. The failure of either party hereto 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 right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

15.4 ATTORNEY'S FEES. Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions

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hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein.

15.5 TITLES. The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

15.6 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

ARTICLE 16 SPECIAL PROVISIONS

16.1 PRECEDENCE. It is understood the work to be performed under this Agreement, including the terms and conditions thereof, is as described in Articles 1 thru 16 herein together with the following Special Provisions, which are intended to complement same. However, in the event of any inconsistency, these Special Provisions shall govern.

16.2 SCOPE OF WORK. All work necessary or incidental to complete the following work in strict accordance with the Contract Documents and as more particularly, though not exclusively specified in:

Iron Hustler Excavating shall provide all material, equipment, labor and supervision to complete your scope of work. Your scope includes but is not limited to the following:

<u>Specification Section</u>	<u>Description</u>
	Bidding Documents – As it pertains to your work
	Contract Documents – As it pertains to your work
Division 01	General Requirements – As it pertains to your work
Section 024116	Building Demolition – Complete
Section 024229	Selective Demolition – As it pertains to your work
Section 312000	Earthwork - Complete

This contractor shall provide all material, equipment, labor, and supervision to complete your scope of work. Your scope includes but is not limited to the following:

GENERAL CONDITIONS

1. Division 1 – As it pertains to your work
 - Full time onsite supervisor for the duration of this work
 - Safety barriers & safety equipment
 - Insurance
 - General cleaning & final cleaning
 - Disposal of all debris generated by your work
 - Legal disposition of materials offsite as necessary including all fees
 - Onsite material storage – coordinate location with Project Superintendent
 - Jobsite trailers/tool trailers – coordinate location with Project Superintendent
 - Layout & grades
 - All field verifying of dimensions and/or site conditions associated with your work
 - Warranty work/punch list
 - Hauling, unloading, and hoisting of materials/equipment
 - All equipment & miscellaneous tools
 - Record documents – Provide in AutoCAD 2008 format as required
 - Project barricades & traffic control
 - Ice water
 - Winter protection
 - Permits
 - Utility locates – Including JULIE
 - Cleaning of public streets as required
 - Pumping of water as necessary to complete your work
2. Your firm shall complete your portion of work in accordance with the project schedule as set forth by River City Construction. Should contractor fail to meet this schedule, you will undertake any and all efforts to bring the project back on schedule at no additional cost to River City Construction or Parkland College. These efforts will include but are not limited to overtime, additional manpower, additional tools, additional equipment, etc.

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3. A safety committee comprised of representatives of each contractor on site will monitor this project for safety. Your firm is responsible for appointing a representative to this committee to attend a one-hour per week safety review for each week that your firm is working onsite.
4. Signed Lien Waivers from subcontractors/suppliers that are hired by your firm to complete your contracted work (2nd tier lien waivers) will be required by River City prior to the release of monthly pay requests.

Site Clearing & Erosion Control:

1. Perform all site removal in accordance with Contract documents. This includes: Bituminous and concrete paving and sidewalks, pavement, trees, shrubs, stairs stoops, curb and gutter, misc concrete pads.
2. Saw cut and break free these items where existing work is to remain.
3. Remove items as required to allow proper access for building demolition after new building is complete.
4. Perform all tree and brush removal as required. This includes full stump removal.
5. Provide temp construction entrance and removal as directed by RCC and shown on contract documents. This would include placement and removal as requested.
6. This contract includes installation and removal of silt fence and inlet silt baskets. Your firm will be responsible for the maintenance and upkeep of these items while on site. Damage done by others will be corrected by contractor responsible for damage or RCC. IronHustler shall be reimbursed if asked to perform corrective work of which they are not responsible.
7. Your firm is responsible to protect any trees/plants/bushes that are to remain.

Building Demolition:

1. Remove and salvage parking blocks and the existing school bell.
2. Remove and salvage limestone façade from existing building.
3. Remove and legally dispose of existing high school building. Include removal of all existing foundations.
4. Backfill at demolished building to proper subgrade for landscaping and asphalt paving.

Site Excavation & Grading:

1. Perform all top soil removal and replacement. This work shall be coordinated with RCC. If acceptable on site storage location of top soil is accepted by RCC, material shall remain on site. If acceptable soil location cannot be determined your firm will be responsible for haul off and hauling back in material.
2. This contract includes establishing proper subgrade for building pad, curbs, sidewalks, paving, pavement and misc. site concrete pads.
3. Furnish and install top soil in proposed yard locations.
4. Your firm shall install and maintain the project site entrance.
5. Maintain the concrete washout in coordination with River City Project Superintendent.

Building Excavation & Backfill:

1. Your firm shall perform all building excavation and backfill as required by the contract documents.
2. This includes backfill on both the inside and outside of the building.
3. Your firm shall bank and set back excavations in accordance with OSHA requirements and as directed by RCC to ensure safe entrance in and out of excavations.
4. It is RCC intent to bank pour footings were possible. This work will be determined by existing soil conditions and current weather conditions. If it is not possible to bank pour these footings your firm shall over excavate and backfill as needed for RCC to form these footings.
5. It is understood that most backfill operations cannot happen until precast walls are set. Your firm shall and will be required to size your equipment and backfill around walls and temp bracing for these walls.
6. Backfill shall be installed on equal amounts on both sides of walls to not induce any uneven pressures on walls.
7. This contract includes excavating and providing proper backfill around foundation drains being installed by others.
8. Your firm will be required to only "open up" enough excavation that RCC can pour behind you within the same day. Any pumping of water on excavations that were "opened up" in advance of RCC's planned work will be your firm's responsibility.
9. Your firm shall be responsible for removal of all excavation spoils created by your work. These shall be removed from the site.
10. This contract includes drilling for site bollards.

Top Soil & rock subgrade:

1. Your firm shall haul in or spread topsoil to +/- one tenth ready for landscaping by others. It is understood that this will include any handwork where required next to sidewalks or buildings/structures where machine work is not possible.
2. Upon completion of spreading top soil provide erosion control blankets as required to maintain topsoil on slopes until seeding/landscaping is accomplished by others.
3. Your firm shall haul in and spread rock subgrade to +/- one tenth ready for concrete work by others. This includes building slab on grade as well as site concrete work. This includes any subgrade transitions for different elevations as well as any locations that required thickened slabs.
4. Your firm shall accomplish this work around any structural steel, electrical or mechanical stub ups. Any damage done to these

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items will be your firm's responsibility.

Misc. Items:

1. Your firm shall supervise and coordinate their work with River City's on-site superintendent for the duration of the project.
2. Your firm is responsible for the cleanup of all debris associated with their work. This will be enforced at the discretion of the General Contractor.
3. Your firm shall be responsible for costs associated with background checks of your employees. River City Construction shall provide badges for those employees that are approved to work on site.
4. Coordinate all deliveries and installation sequence with River City's on-site superintendent.
5. Your firm shall not progress on work that it believes is in addition to the contract until first notifying River City Construction's on-site superintendent.
6. All work associated with unloading and hoisting your materials and equipment.
7. Include all work associated with caulking, firesafing, and firestopping of your work.
8. It is your responsibility to provide proper tools, ladders, equipment, etc. to install your portion of work. This includes all safety equipment consistent with OSHA standards.
9. It is your responsibility to provide any small tools used in conjunction with your work.
10. It is your responsibility to provide labor and equipment to unload and hoist the material deliveries to predetermined staging areas and to within working proximity. Coordinate staging locations with onsite River City Construction superintendent.
11. Removal of excess material from the site is this contractor's responsibility.
12. It is your responsibility for any costs associated with damage of finished product (painted walls, frames, doors, flooring, etc.).
13. Include all miscellaneous concrete associated with your work: collars, thrust blocks, etc.
14. Include removal of all spoils from the site that are associated with your work.
15. Protect all remaining trees from damage due to heavy equipment. Minimize disruption to root system.
16. This will be a tax exempt project.
- ~~17. Include all testing associated with your work.~~ *RD KB*
18. Due to the phasing of this project, it is understood that multiple mobilizations may be required.

16.3 COMMON TEMPORARY SERVICES. The following "Project" common temporary services and/or facilities are for use of all project personnel and shall be furnished as herein below noted:

By General Contractor: Temporary Toilet Facilities
Temporary electric power for small tool usage will be provided at a central location as determined by the General Contractor. Any branch lines permanent and/or non-permanent are the responsibility of this Subcontractor.

By this Subcontractor: Drinking water for Subcontractors personnel.
Disposal of all debris created by your forces.

16.4 OTHER SPECIAL PROVISIONS. See Attachment "A" for Subcontractors
See Attachment "B" Safety Declaration for Subcontractors
See Attachment "C" River City Construction Clean Project Jobsite Policy
See Attachment "D" Subcontractor Close-Out Agreement
See Attachment "E" Standard Subcontract Insurance Requirements

16.4.A This is to inform you, that River City Construction, L.L.C. is committed to non-discrimination in employment according to Executive Order 11246, Section 503 and the affirmation action provisions of VEVRAA. The provisions of Executive Order 11246 are a condition of your subcontract and your full compliance is required. Periodic reports may be required of you to ensure compliance with the provisions.

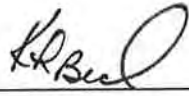
16.5 CONTRACT DOCUMENTS. See Attachment "A"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

Subcontractor: Iron Hustler Excavating

Contractor: River City Construction, L.L.C.

By 
Rob Frederick

By 
Kevin Beal, Project Manager

Date: July 13, 2016

Date: 8/1/16

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ATTACHMENT "A" FOR SUBCONTRACTORS

1. This purchase order is based on the following contract documents:

Delavan New High School
Delavan, Illinois

Volume 1 and 2 Specifications dated January 11, 2016
Volume 1 and 2 Drawings dated January 11, 2016
Addendum #1 Dated January 29, 2016 (2 pages plus attachments)
Addendum #2 Dated February 5, 2016 (7 pages plus attachments)
Addendum #3 Dated February 10, 2016 (5 pages plus attachments)
Addendum #4 Dated February 12, 2016 (9 pages)

As prepared by BLDD Architects
201 E Grove St
Bloomington, IL 61701

2. Original submittals shall contain one (1) electronic complete sets of drawings and other descriptive data. The letter of transmittal shall contain the name of the project, division number, name of contractor, the list of drawings submitted including numbers and titles, as well as any additional information required as stated in the specifications. All reproducible or copies shall be labeled giving the name of the project, name of the Architect/Engineer, name of the contact and supplier, specification section, page or article, plus manufacturer and trade name, as well as any other additional information required as stated in the specifications. Submittals showing more than one size or model shall be marked to indicate the proposed item. Each submittal shall have evidence of subcontractor's review and approval. Subcontractor shall accept full responsibility for the completeness of each submission, and in case of resubmission, shall verify that all exceptions previously noted by Engineer have been taken into account. In the event that more than one (1) resubmission is required because of failure to account for exceptions previously noted, the supplier shall reimburse the Contractor for the charges of the Architect/Engineer for review of the additional submission. Resubmittals shall be made within ten (10) days of the date of the letter returning the material to be modified or corrected. **Make sure submittals are complete and per specifications.**

Shop drawings shall be submitted to River City Construction, L.L.C. within three (3) weeks upon receipt of a subcontract. The Subcontractor will send a written confirmation of the submittal date, delivery date, and delivery date of Operation and Maintenance Manuals as required. If any of these dates are changed, the Subcontractor will submit to River City Construction, L.L.C., in writing, the updated submittal schedule.

**All Shop Drawings Within three (3) weeks upon receipt of subcontract
Delivery of Materials As Scheduled**

3. Operation and maintenance data shall be completed in accordance with Specification Section 017700 –Project Close Out, with one (1) electronic and three (3) paper copies being submitted by November 1, 2017 In addition to the four(4) copies specified, the Subcontractor shall furnish any additional copies that may be required for use during construction and start-up operations.
4. Each Subcontractor shall maintain a set of project record documents in accordance with Specification Section 017700 – Project Close Out. These drawings shall be marked up to show changes made during construction. These record drawings shall be submitted to and approved by the Owner's representative prior to final payment.
5. All spare parts shall be properly identified by part numbers, wrapped for proper protection and placed in the storage location designated by the Owner. All spare parts must be turned over in full units. No partially left over items will be accepted.
6. The project is tax-exempt in accordance with the attached tax-exempt certificate. The tax-exempt number is E9993-0099-07 .
7. The jobsite is very restricted on storage and available room for loading and unloading. This Subcontractor is responsible for unloading their materials. 48-hours notice must be given to River City Construction, L.L.C. prior to receiving shipments. Failure to do so may result in refusal to receive material. The refusal of material will not result in any additional charge issued to River City Construction, L.L.C. Contact River City Construction, L.L.C.'s field office to confirm delivery instructions.

The Project Manager, Kevin Beal's cell phone number is (309) 339-6970. The Superintendent, Jon Stegmaier's cell phone number is (309)303-0598. If no answer, contact River City Construction, L.L.C.'s main office at (309) 694-3120.

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8. Time is of the essence. Your work must keep pace with general progress. Materials must be ordered with sufficient lead time to arrive at the jobsite before incorporation of said materials is ready to begin so that no delays are experienced by any lack of materials. Acceptance of this contract indicates agreement to have materials and labor as required to meet the intent of the project schedule.
9. Payment Terms: 90% of work completed in the previous month, payment within seven (7) days after receipt of payment from the Owner. 10% retainage is held by the Owner until project completion. **Final payment will be made after receipt of spare parts, Operation and Maintenance manuals, final drawings, acceptance and testing by Engineer.** A waiver of lien from the previous month's payment application must be attached to each invoice.
10. River City Construction, L.L.C. must receive payment applications from each subcontractor by the third Thursday of each month. Failure of a subcontractor to submit their pay application before the third Thursday of the month will result in their pay application being held until the following month's pay application to the owner. River City Construction, L.L.C. must submit pay applications to the Owner by the Fourth Thursday of each month.
11. In no case will progress payments be made until all shop drawings have been submitted to River City Construction, L.L.C.'s office.
13. Insurance: A certificate of insurance must be on file at River City Construction, L.L.C.'s main office prior to beginning any work. It must be in accordance with Specification Section 007300. The certificate of insurance must name River City Construction, L.L.C., Delavan CUSD #703, BLDD Architects, Inc., KED Engineering Design, Inc., Midwest Engineering Associates, Inc. and their consultants as additional insureds.
14. Subcontractor shall guarantee all materials furnished and work performed for a period of one (1) year from the date of substantial completion unless contract documents require longer warranty. Subcontractor guarantees that completed work is free from all defects due to faulty materials or workmanship and shall promptly make such correction as may be necessary at no additional cost to River City Construction, L.L.C. or the Owner.
15. Shop and field painting shall conform to the requirements of Specification Section 09900. It is the Subcontractors responsibility to verify that any equipment, materials, etc. provided by them and that are to receive a field coat of paint have a primer which is compatible with that finish coat of paint.
16. All claims for additional monies for work in excess of contract shall be turned in and signed off by River City Construction, L.L.C.'s Superintendent or Project Manager within five (5) days of occurrence. Failure to comply shall result in the forfeiture of said claim. **This will be strictly adhered to.** Subcontractor will not proceed with any change order work until River City Construction, L.L.C. has given authorization.
17. The Subcontractor shall follow the contractor's clean up directions:
 - A. The Subcontractor shall be responsible for removing his debris from the work site and shall leave the area "broom clean" upon completion of his portion of the work.
 - B. If the Subcontractor fails to immediately commence compliance with such safety duties or commence clean up duties within 24 hours after receipt from the contractor, the contractor may implement such safety or clean up measures without further notice and deduct the cost thereof from the monies due or to become due to the subcontractor.
18. The attached "Subcontractor Safety Declaration" shall be adhered to and signed and submitted prior to commencement of any work.
19. All Subcontractors shall be signatory to the local union agreements governing work on this project and shall work in accordance to said agreement.
20. Each Subcontractor shall follow the all local/municipal, etc. licensing and permit requirements. These requirements shall be fulfilled with no additional cost to River City Construction, L.L.C. prior to commencing work at this site.
21. Subcontractor shall adhere to all OSHA safety regulations and/or standards.
22. The attached "Subcontractor Project Close-Out Agreement" shall be adhered to and signed and submitted prior to commencement of any work.
23. Certified payrolls must be submitted weekly to River City Construction, L.L.C.'s office or subsequent pay request will be withheld.

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24. Each subcontractor shall utilize the minority and female work force in such manner that the goals of Executive Order 11246 dealing with the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity is fulfilled.

ATTACHMENT "B" SUBCONTRACTORS SAFETY DECLARATION

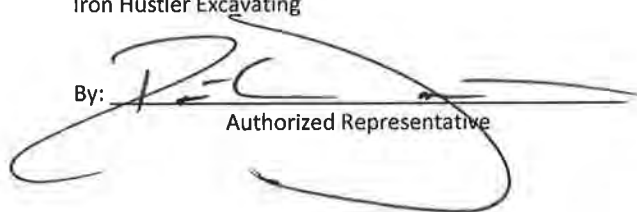
As the duly authorized and designated representative of Iron Hustler Excavating (hereinafter "Subcontractor"), I hereby certify for myself and for and on behalf of Subcontractor that:

1. Subcontractor is aware of site conditions and familiar with contract documents and scope of work;
2. Subcontractor has instructed or will instruct all such agents and employees, prior to their reporting to the jobsite, with respect to unusual conditions and/or hazards and the proper safety precautions to be observed in regard thereto;
3. Subcontractor has issued or will issue to all such agents and employees, all necessary, adequate, and operative protective clothing and equipment, together with full instructions and training for their use, prior to the start of said work;
4. Subcontractor will properly supervise all such agents and employees to ensure compliance in the use of protective clothing and equipment and in the strict observance of safety rules and regulations; and
5. Subcontractor will provide a "competent person" who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Iron Hustler Excavating

By:

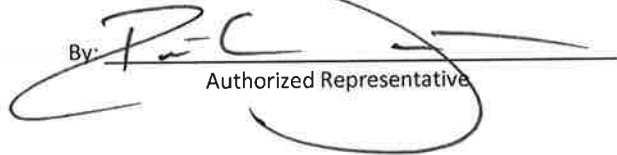
Authorized Representative



ATTACHMENT "C" CLEAN PROJECT JOBSITE POLICY

1. It is River City Construction, L.L.C.'s policy that all subcontractors performing work on this project are responsible for the clean-up and disposal of all trash and debris created by their work/work force into a dumpster provided by River City Construction.
2. This subcontractor's responsibilities shall include the clean-up of both their identifiable and unidentifiable trash and debris, including but not limited to: packaging materials; material scraps; coring debris; dust from saw cutting; food packaging and containers; drink cans and cups; dirt, mud, and dust from foot traffic; etc.
3. This subcontractor agrees that all identifiable trash and debris is to be cleaned up at least once weekly or more often as necessary to maintain a safe work environment.
4. This subcontractor further agrees and recognizes that their work force contributes to the creation of unidentifiable trash and debris and that the responsibility for the clean-up of unidentifiable debris is difficult to quantify. As such, this subcontractor agrees that they will provide manpower, based upon their firm's total percentage of the jobsite workforce, toward a composite clean-up crew of all subcontractors working on the project site to perform the clean-up of unidentifiable debris on a weekly basis.
5. This subcontractor agrees that the project safety committee's* determination of clean-up issues shall be final and agrees to abide by said determinations. Should this subcontractor fail to commence and complete clean-up operations or provide manpower for the composite clean-up crew after notification by the project safety committee, River City Construction may, after written notification, proceed with said clean-up and backcharge the cost of the clean-up to the subcontractor.
6. This subcontractor also agrees that the cost of all their clean-up, including manpower for the composite clean-up crew, has been included in their lump sum contract amount.

Iron Hustler Excavating

By:  Authorized Representative

* The project safety committee will be comprised of a representative from each firm who is performing work on the project site – see purchase order for further information.

ATTACHMENT "D" SUBCONTRACTOR CLOSE-OUT AGREEMENT

1. Subcontractor hereby agrees to schedule pre-installation meeting with River City Construction, L.L.C. at least 14 days prior to beginning their work.

2. Subcontractor hereby agrees to submit their undated warranty to River City Construction, L.L.C. by 50% completion of the project.

Date to submit undated Warranty November 1, 2016

3. Subcontractor hereby agrees to submit their Operation and Maintenance Manuals to River City Construction, L.L.C. by 50% completion of the project.

Date to submit Operation and Maintenance Manuals November 1, 2016

4. Subcontractor hereby agrees to schedule required training with River City Construction, L.L.C. 30 days prior to the scheduled Substantial Completion.

Anticipated date of Scheduled Training July 1, 2017

5. Subcontractor hereby agrees to deliver the required spare parts/extra materials to the Owner's designated area 30 days prior to the scheduled Substantial Completion. A transmittal listing all spare parts/extra materials shall be provided to River City Construction, L.L.C. at the time of delivery.

Anticipated date to deliver Spare Parts/Extra Materials July 1, 2017

6. Subcontractor hereby agrees to submit their final warranty to River City Construction, L.L.C. within 14 days after Substantial Completion.

Anticipated date to Submit Final Warranty August 18, 2017

7. Subcontractor hereby agrees to perform pre-punchlist work items as they are identified.

8. Subcontractor hereby agrees to complete their punchlist items within 30 days after receipt of the punchlist.

9. Subcontractor hereby agrees to submit their record drawings to River City Construction, L.L.C. within 30 days after Substantial Completion.

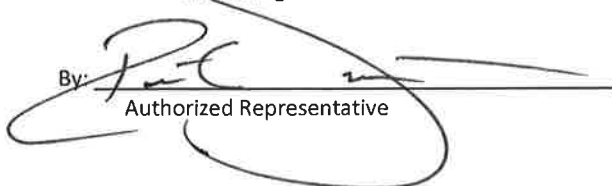
Anticipated date to submit Record Drawings September 4, 2017

10. Subcontractor hereby agrees to perform warranty work as required when warranty request forms are submitted to their office.

11. Subcontractor hereby agrees to submit all testing and balancing reports and/or certifications 14 days prior to the scheduled Substantial Completion.

Anticipated date to Submit Testing and Balancing Reports and/or Certifications July 17, 2017

Iron Hustler Excavating

By: 
Authorized Representative

ATTACHMENT "E" STANDARD SUBCONTRACT INSURANCE REQUIREMENTS

Standard Subcontract Insurance Requirements	
Coverage Type	Limits
Workers' Compensation	Statutory Limits for each respective State
Employer's Liability	\$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each person
Auto Liability (Includes autos owned, hired, or non- owned)	\$1,000,000 combined single limit
General Liability	\$1,000,000 per occurrence \$2,000,000 Aggregate \$2,000,000 Completed Operations
Excess/Umbrella Liability	\$1,000,000 per occurrence \$1,000,000 aggregate

Liability limits can be satisfied with a combination of underlying and/or excess or umbrella coverage. Please note, the above limits are the minimum acceptable to River City Construction but may need to be changed depending upon the specific requirements of the project owner.

River City Construction, LLC, and others as required by the project owner, must be named as an additional insured under the liability coverage on a primary and non-contributory basis. Evidence of the above coverages must be supplied to River City Construction within 10 days of being issued a subcontract.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

217/785-8604
TDD: 217/782-9143

August 17, 2017

CERTIFIED MAIL NUMBER 7014-2120-0002-3282-9898
RETURN RECEIPT REQUESTED

River City Construction, LLC
% Kenneth Eathington, Registered Agent
227 N.E. Jefferson Street
Peoria, Illinois 61602

Refer to: **Violation Notice, M-2017-01014**
1798095013 -- Tazewell County
Venovich Construction Company
Compliance File

Dear Mr. Eathington:

This constitutes a Violation Notice pursuant to Section 31(a)(1) of the Illinois Environmental Protection Act, 415 ILCS 5/31(a)(1), and is based on an inspection completed on July 13, 2017 by representatives of the Illinois Environmental Protection Agency ("Illinois EPA").

The Illinois EPA hereby provides notice of alleged violations of environmental laws, regulations, or permits as set forth in Attachment A to this notice. The attachment includes an explanation of the activities that the Illinois EPA believes may resolve the specified alleged violations, including an estimate of a reasonable time period to complete the necessary activities. Due to the nature and seriousness of the alleged violations, please be advised that resolution of the violations may also require the involvement of a prosecutorial authority for purposes that may include, among others, the imposition of statutory penalties.

A written response, which may include a request for a meeting with representatives of the Illinois EPA, must be submitted via certified mail to the Illinois EPA within 45 days of receipt of this notice. If a meeting is requested, it shall be held within 60 days of receipt of this notice. The response must include information in rebuttal, explanation, or justification of each alleged violation and a statement indicating whether or not you wish to enter into a Compliance Commitment Agreement ("CCA") pursuant to Section 31(a) of the Act. If you wish to enter into a CCA, the written response must also include proposed terms for the CCA that includes dates for achieving each commitment and may include a statement that compliance has been achieved for some or all of the alleged violations. The proposed terms of the CCA should contain sufficient detail and must include steps to be taken to achieve compliance and the necessary dates by which compliance will be achieved.

The Illinois EPA will review the proposed terms for a CCA provided by you and, within 30 days of receipt, will respond with either a proposed CCA or a notice that no CCA will be issued by the Illinois EPA. If the Illinois EPA sends a proposed CCA, you must respond in writing by either

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Elgin, IL 60123 (847)608-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2009 Mall St., Collinsville, IL 62234 (618)346-5120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
412 SW Washington St., Suite D, Peoria, IL 61602 (309)671-3022
2309 W. Main St., Suite 116, Marion, IL 62959 (618)993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601

Exhibit C

Violation Notice, M-2017-01014
1798095013 -- Tazewell County
Venovich Construction Company
Compliance File
Page 2

agreeing to and signing the proposed CCA or by notifying the Illinois EPA that you reject the terms of the proposed CCA.

If a timely written response to this Violation Notice is not provided, it shall be considered a waiver of the opportunity to respond and meet, and the Illinois EPA may proceed with referral to a prosecutorial authority.

Written communications should be directed to:

James Jennings, Mail Code 24
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Please include the **VIOLATION NOTICE NUMBER M-2017-01014** and the **SITE IDENTIFICATION NUMBER 1798095013** on all written communications.

The complete requirements of the Illinois Environmental Protection Act and any Illinois Pollution Control Board regulations cited herein can be viewed at:

<http://www.ipcb.state.il.us/SLR/TheEnvironmentalProtectionAct.asp>

and

<http://www.ipcb.state.il.us/SLR/PCBandIEPAEnvironmentalRegulations-Title35.asp>

If you have questions regarding this matter, please contact **JASON THORP** at **309/671-3072**.

Sincerely,



James Jennings, Manager
Waste Reduction and Compliance Section
Bureau of Land
Illinois EPA

ENCLOSURE - Attachment A

Attachment A

1. **Violations Related to Open Dumping**

Section 21(a) of the Illinois Environmental Protection Act ("Act") prohibits any person from causing or allowing the open dumping of any waste. 415 ILCS 5/21(a). Section 21(p) of the Act prohibits any person from causing or allowing the open dumping of any waste in a manner which results in, among other things: litter; deposition of waste in standing or flowing waters; or deposition of general construction debris, as defined in Section 3.160(a) of the Act. 415 ILCS 5/21(p)(1); 415 ILCS 5/21(p)(4); 415 ILCS 5/21(p)(7). Section 21(e) of the Act prohibits the disposal or abandonment of waste at a site that does not meet the requirements of the Act. 415 ILCS 5/21(e). **The inspection revealed evidence that River City Construction, LLC, IronHustler Excavating, Inc., Devalan CUSD #703, and Venovich Construction Company (collectively, "the responsible parties") open dumped approximately 750 cubic yards of general construction and demolition debris, including electrical wire, metal radiators, wood, rebar, wire conduit, metal sheeting, metal angle iron, painted brick, plywood, metal studs, and a chair base. These materials do not meet the definition of clean construction or demolition debris and are, therefore, waste. In addition, the materials were deposited (i) in a manner that resulted in litter and (ii) in standing or flowing waters. Accordingly, violations of the above-referenced provisions of the Act are alleged.**

2. **Violations Related to Water Pollution**

Section 21(e) of the Act prohibits the disposal or abandonment of waste at a site that does not meet the requirements of the Act. 415 ILCS 5/21(e). Section 12(a) of the Act prohibits any person from causing, threatening, or allowing the discharge of any contaminants into the environment that causes or tends to cause water pollution in Illinois. 415 ILCS 5/12(a). Section 12(d) of the Act prohibits any person from depositing any contaminants upon the land in such place and manner that creates a water pollution hazard. 415 ILCS 5/12(d). **The inspection revealed evidence that the responsible parties caused or allowed open dumping of demolition debris that does not meet the definition of "clean construction and demolition debris" in Section 3.160(b) of the Act along the Mackinaw River, which caused, threatened, or allowed discharge of contaminants into the environment that caused or tended to cause water pollution and a water pollution hazard. Therefore, violations of the above-referenced provisions of the Act are alleged.**

3. **Violations Relating to Permitting**

Section 21(d)(1) of the Act prohibits the operation of a waste storage or waste disposal operation without a permit granted by the Illinois EPA. 415 ILCS 5/21(d)(1). Section 21(e) of the Act prohibits the disposal or abandonment of waste at a site that does not meet the requirements of the Act. 415 ILCS 5/21(e). Section 21(d)(2) of the Act prohibits the conduct any waste-storage or waste-disposal operation in violation of any regulations or standards adopted by the Illinois Pollution Control Board under this Act. 415 ILCS 5/21(d)(2). Board regulations prohibit developing or operating a landfill

Illinois Environmental Protection Agency Open Dump Inspection Checklist

County: Tazewell BOL #: 1798095013 Region: 3 - Peoria
 Site Name: Venovich Construction Company
 Site Address: PIN: 18-18-09-400-002 City: Hopedale
 Inspector: Jason Thorp Interviewed: Jon Stegmaier
John Tripses Kevin Beal
Andrew Brooks **RECEIVED**
 Date: 07/13/2017 Current Est. 750 yds³ **AUG 07 2017**
 Complaint #: C-2017-080-P Waste Amt. **LEPA/BOL**

Responsible Party	Venovich Construction Company	River City Construction, LLC
Mailing Address(es) and Phone Number(s):	% Joseph L. Venovich, Jr., RA 207 S. Sampson Street P.O. Box 410 Tremont, Illinois 61568	% Kenneth Eathington, RA 227 N.E. Jefferson Street Peoria, Illinois 61602
	Ironhustler Excavating, Inc. % William H. Campbell, RA 401 Main Street, Suite 1600 Peoria, Illinois 61602	Delevan CUSD #703 % Dr. Andrew Brooks, Superintendent 907 S. Locust Street Delevan, Illinois 61734

Section	Description	Status
Illinois Environmental Protection Act Requirements		
9(a)	Cause, threaten, or allow air pollution in Illinois	
9(c)	Cause or allow open burning	
12(a)	Cause, threaten, or allow water pollution in Illinois	V
12(d)	Create a water pollution hazard	V
21(a)	Cause or allow open dumping	V
21(d)	Conduct any waste-storage, waste-treatment, or waste- disposal operation:	
	(1) Without a permit	V
	(2) In violation of any regulations or standards adopted by the Board	V
21(e)	Dispose, treat, store, or abandon waste, or transport waste into Illinois for such activities, except at a site meeting Act and regulatory requirements	V
21(p)	Cause or allow the open dumping of any waste in a manner which results in any of the following occurrences at the dump site:	
	(1) Litter	V
	(2) Scavenging	
	(3) Open Burning	
	(4) Deposition of waste in standing or flowing waters	V
	(5) Proliferation of disease vectors	

File heading 1798095013 Inspection Date: 07/13/2017

(6)	Standing or flowing liquid discharge from the dump site	
(7)	Deposition of general construction or demolition debris as defined at §3.160(a) or clean construction or demolition debris as defined at §3.160(b)	V
55(a)	No person shall	
(1)	Cause or allow open dumping of any used or waste tire	
(2)	Cause or allow open burning of any used or waste tire	
55(k)	No person shall	
(1)	Cause or allow water to accumulate in used or waste tires	
(4)	Transport used or waste tires in violation of the registration and placarding requirements	
Electronic Products Recycling and Reuse Act (415 ILCS 150) Requirements		
95(c)	No person may knowingly cause or allow the mixing of a CED or other listed device with waste that is intended for disposal by burning or incineration	
95(d)	No person may knowingly cause or allow the burning or incineration of a CED or other listed device	
35 Illinois Administrative Code Subtitle G Requirements		
722.111	Hazardous waste determination	
808.121	Special waste determination	
809.302(a)	Acceptance of special waste from a waste transporter without a waste hauling permit and manifest	
812.101(a)	Application submitted for permit to develop and operate landfill	V
Other Requirements		
Apparent violation of: <input type="checkbox"/> PCB order <input type="checkbox"/> Circuit Court order		NA
Case Number ; Order entered on		
Other		

Notes

1. Key to Status: V=Violated; C=Continuing violation from previous evaluation; V/C=Newly violated and continuing from previous evaluation; V/R=Violated and resolved during same inspection; R=Resolved violation; NA=Not applicable at the time of the inspection; NE=Not evaluated at the time of the inspection
2. The provisions of §§21(o)-(p) and §55(k) of the Environmental Protection Act are enforceable either by administrative citation under §31.1 or by complaint under §31. Violations of the Electronic Products Recycling and Reuse Act are enforceable by administrative citation under §20(k) or referral to the Attorney General pursuant to §20(a).
3. This inspection was conducted in accordance with §§4(c)-(d) of the Environmental Protection Act (415 ILCS 5/4(c) and (d)) and §20(a) of the Electronic Products Recycling and Reuse Act (415 ILCS 150/20(a)).

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 1 of 6

Narrative

On July 12, 2017, the Illinois EPA's Peoria Field Office received an anonymous complaint alleging that demolition debris from a Delevan CUSD #703 building demolition project was being open dumped on property owned by Venovich Construction Company along the Mackinaw River in Hopedale Township. The subject complaint was assigned Illinois EPA (Agency) complaint number C-2017-080-P.

On July 13, 2017, John Tripses (BOL/FOS Peoria) and I (Jason Thorp, BOL/FOS Peoria) conducted complaint investigation C-2018-080-P. We were also accompanied by Bruce Johnson and Rob Martin of the Tazewell County Health Department.

We arrived at the source of the complaint Thursday morning at 8:50 a.m., referred to hereafter as the disposal site. The temperature was 82°F with clear skies. The wind direction was southeast at an approximate speed of 5 mph. No one was present on-site.

The disposal site is located in Hopedale Township at the end of King Road (GPS Coordinates: N40.45995°, W89.44263°). The disposal site was walked and photographed to document observations made during the complaint investigation. The complaint investigation revealed an estimated 750 yd³ of open dumped demolition debris.

Digital photographs 1 through 36 were collected at the disposal site. Digital photographs 1 and 14 depict an overview of the demolition debris not meeting the definition of CCDD. Digital photographs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 depict a closer view of the demolition debris not meeting the definition of CCDD. The demolition debris contained electrical wire, metal radiators, wood, rebar, wire conduit, metal sheeting, metal angle iron, painted brick, plywood, metal studs, and a chair base.

Digital photographs 15, 16, 17, 18, and 19 depict a closer view of the demolition debris along the Mackinaw River not meeting the definition of CCDD. The demolition debris contained wood, metal pipe, metal wire, and metal rebar. Digital photograph 20 was collected at the disposal site and depicts a John Deere 650H dozer with IHX markings.

Digital photograph 21 depicts an overview of demolition debris not meeting the definition of CCDD. Digital photographs 22, 23, 24, and 25 depict a closer view of the demolition debris not meeting the definition of CCDD. The demolition debris contained slag, ceramic tile, and wood.

Digital photographs 26 and 32 depict an overview of demolition debris along the Mackinaw River not meeting the definition of CCDD. Digital photographs 27, 28, 29, 30, 31, 33, 34, 35, and 36 depict a closer view of the demolition debris not meeting the definition of CCDD along the Mackinaw River. The demolition debris contained slag, brick, wood, painted concrete, and metal rebar.

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 2 of 6

We arrived at the source site Thursday morning at 10:20 a.m. The source site, Delevan CUSD #703, is located at 817 S. Locust Street in Delevan, Illinois (GPS Coordinates: N40.36666°, W89.54805°). Jon Stegmaier was present on-site and interviewed. Mr. Stegmaier is employed by the general contractor, River City Construction, LLC, as the site superintendent for the construction of a new high school building. The construction project also included the demolition of the old high school building. We spoke with Mr. Stegmaier regarding the complaint allegations and the findings at the disposal site. Mr. Stegmaier was not aware that IronHustler Excavating, Inc. had been open dumping demolition debris at the disposal site. According to Section 3.9 of the New High School-Delevan CUSD #703 Contract prepared by BLDD Architects, IronHustler Excavating, Inc. as subcontractor for building demolition was to "remove demolition waste materials from the Project site and legally dispose of them in an EPA-approved landfill acceptable to the authorities having jurisdiction." The referenced section of the contract has been included with this complaint investigation report package as an attachment.

The source site was also walked and photographed. Digital photographs 37 through 46 were collected at the source site. Digital photographs 37 and 38 depict the River City Construction signage posted at the site entrance and construction trailer. Digital photographs 39, 40, 41, 43, 45, and 46 depict demolition debris remaining on-site. Digital photographs 42 and 44 depict a CAT 329D tracked excavator and CAT 330DL tracked excavator with IHX markings, respectively.

The digital photographs and GPS coordinates for the disposal and source sites have been plotted on the attached Illinois EPA Disposal Site Map and Illinois EPA Source Site Map.

We later met with Dr. Andrew Brooks. Dr. Brooks was also informed of the complaint allegations and findings at the disposal site. Mr. Stegmaier and Dr. Brooks were both advised that demolition debris not meeting the definition or used in accordance with Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste and Violation Notices would be sent to the responsible parties requiring the removal of all demolition debris not meeting the definition of CCDD. The responsible parties are Delevan CUSD #703 as property owner of the source site, River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, and Venovich Construction Company as owner of the disposal site.

The complaint investigation concluded at 11:15 a.m.

An open dump checklist was completed as a result of the complaint investigation findings. The following solid waste violations were checked on the attached open dump checklist: Sections 12(a), 12(d), 21(a), 21(d)(1), 21(d)(2), 21(e), 21(p)(1), 21(p)(4), and 21(p)(7) of the Illinois Environmental Protection Act and Section 812.101(a) of the Illinois Administrative Code.

1. Pursuant to Section 12(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/12(a)), no person shall cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 3 of 6

Illinois, either alone or in combination with the matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act.

A violation of Section 12(a) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or threatened or allowed the discharge of contaminants into the environment in any state so as to cause or tend to cause water pollution in Illinois.**

2. Pursuant to Section 12(d) of the {Illinois} Environmental Protection Act (415 ILCS 5/12(d)), no person shall deposit any contaminants upon the land in such place and manner so as to create a water pollution hazard.

A violation of Section 12(d) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties deposited contaminants upon the land in such place and manner so as to create a water pollution hazard.**

3. Pursuant to Section 21(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(a)), no person shall cause or allow the open dumping of any waste.

A violation of Section 21(a) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of a waste.**

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 4 of 6

4. Pursuant to Section 21(d)(1) of the {Illinois} Environmental Protection Act (415 ILCS /21(d)(1)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation without a permit granted by the Agency or in violation of any conditions imposed by such permit.

A violation of Section 21(d)(1) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties conducted a waste-disposal operation without a permit granted by the Illinois EPA.**

5. Pursuant to Section 21(d)(2) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(d)(2)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation in violation of any regulations or standards adopted by the Board under this Act.

A violation of Section 21(d)(2) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties conducted a waste-disposal operation in violation of regulations adopted by the Illinois Pollution Control Board.**

6. Pursuant to Section 21(e) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(e)), no person shall dispose, treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

A violation of Section 21(e) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction**

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 5 of 6

or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties disposed of waste at this site which does not meet the requirements of the Act and regulations thereunder.

7. Pursuant to Section 21(p)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(1)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in litter.

The prohibitions specified in this subsection (p) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act. The specific prohibitions in this subsection do not limit the power of the Board to establish regulations or standards applicable to open dumping.

A violation of Section 21(p)(1) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of a waste in a manner which resulted in litter.**

8. Pursuant to Section 21(p)(4) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(4)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in the deposition of waste in standing or flowing waters.

A violation of Section 21(p)(4) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of waste in a manner which resulted in the deposition of waste in standing or flowing waters.**

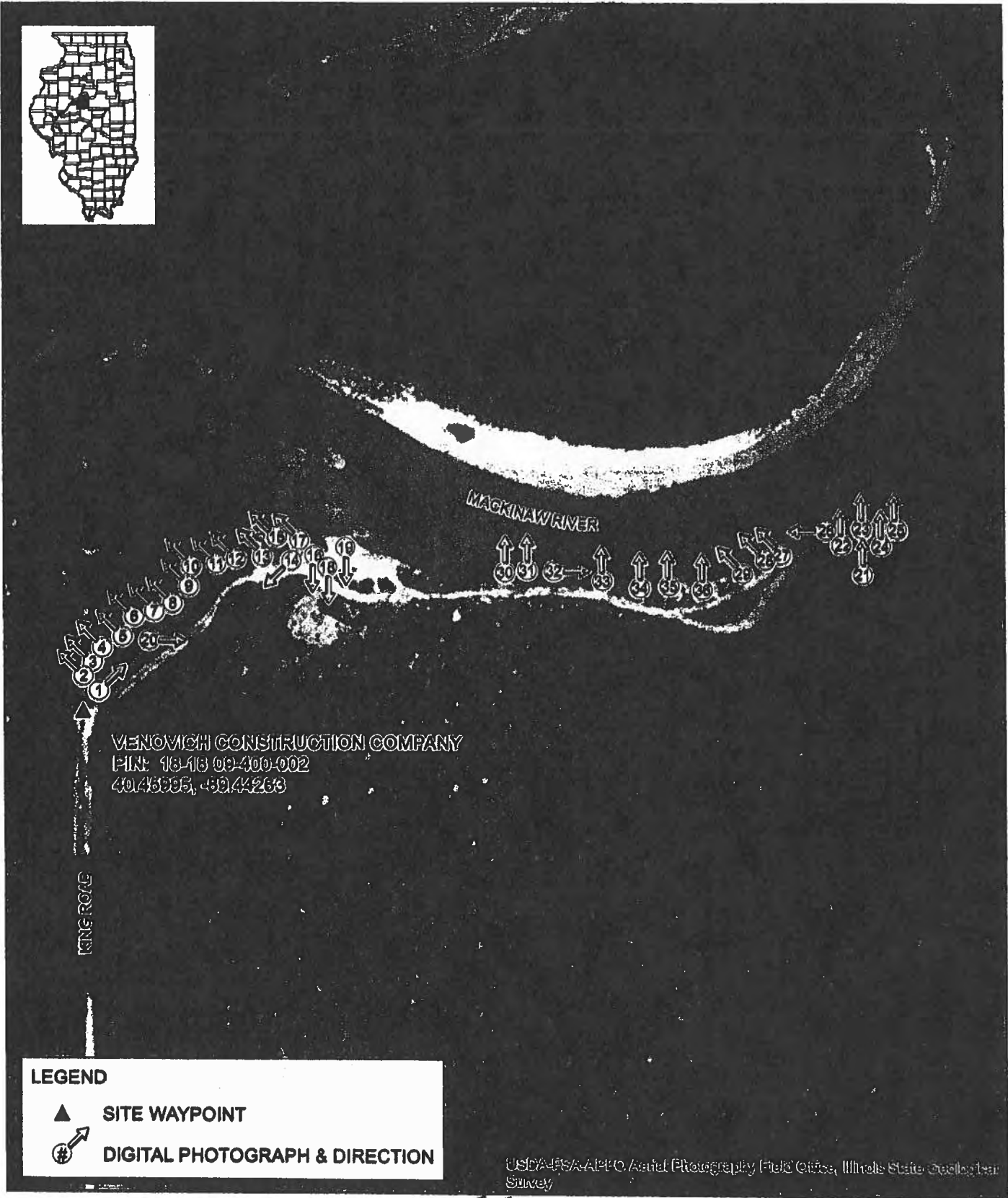
1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 6 of 6

9. Pursuant to Section 21(p)(7) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(7)) no person shall cause or allow the open dumping of waste in a manner that results in deposition of (i) general construction or demolition debris as defined in Section 3.160(a) of this Act; or (ii) CCDD as defined in Section 3.160(b) of this Act.

A violation of Section 21(p)(7) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of waste in a manner which resulted in deposition of general or CCDD.**

10. Pursuant to 35 Ill. Adm. Code 812.101(a), all persons, except those specifically exempted by Section 21(d) of the {Illinois} Environmental Protection Act, shall submit to the Agency an application for a permit to develop and operate a landfill.

A violation of 35 Ill. Adm. Code 812.101(a) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties operated a waste disposal facility without submitting to the Illinois EPA an application for a permit to develop and operate a landfill.**



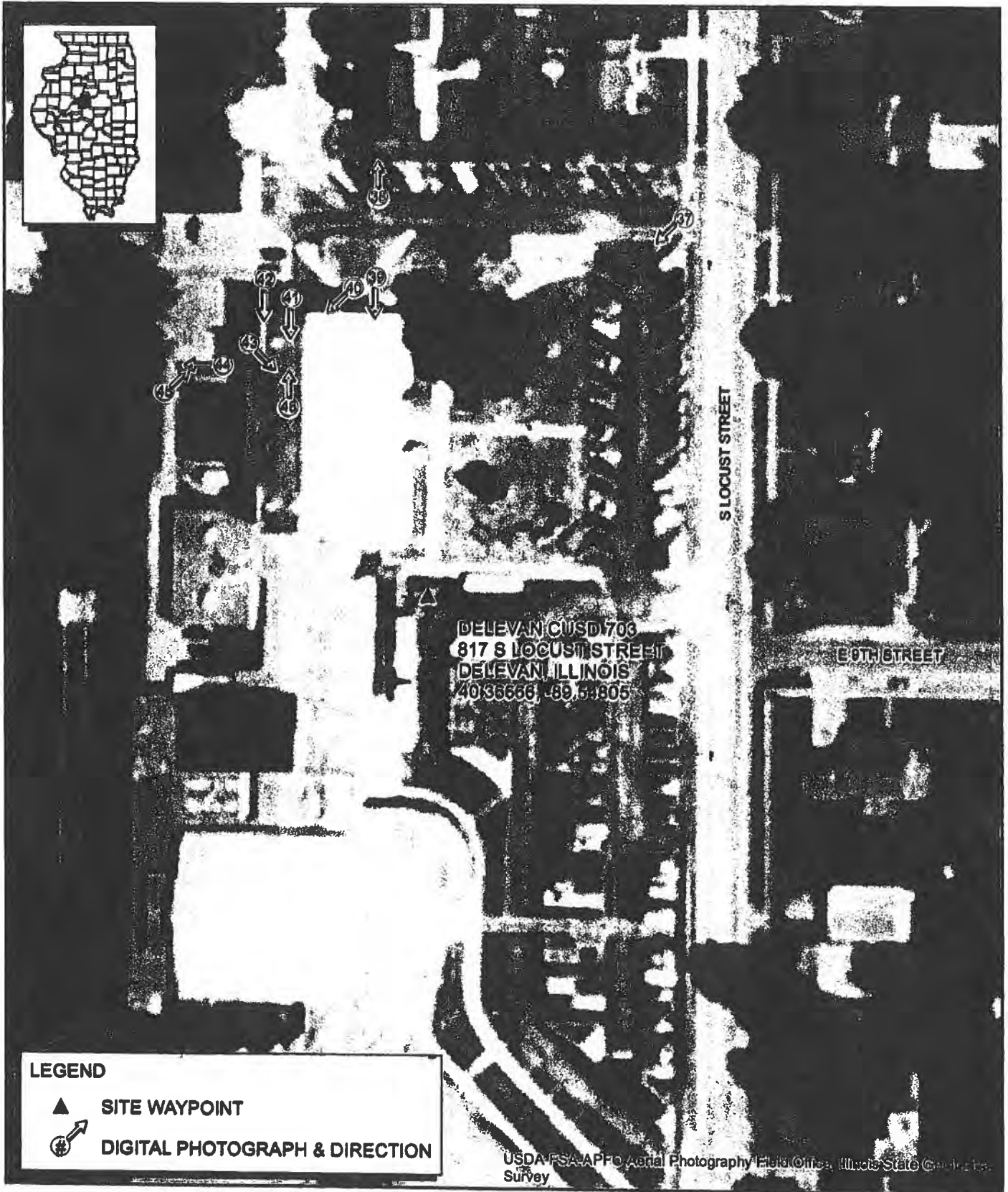
VENOVICH CONSTRUCTION COMPANY
PHONE: 18-18 09-400-002
40145995, 40144263

LEGEND

- ▲ SITE WAYPOINT
- ➔ DIGITAL PHOTOGRAPH & DIRECTION

USDA/AFSA/APFO Aerial Photography Field Office, Illinois State Geological Survey

ILLINOIS EPA - DISPOSAL SITE MAP	INSPECTION DATE: 07/13/2017		
1798095013 -- TAZEWELL COUNTY	INSPECTOR/DRAWN BY: JT/JT		
VENOVICH CONSTRUCTION COMPANY	SCALE:		
FOS	0 20 40 60 80 METERS		



ILLINOIS EPA - SOURCE SITE MAP
1798095013 -- TAZEWELL COUNTY
VENOVICH CONSTRUCTION COMPANY
FOS

INSPECTION DATE: 07/13/2017
INSPECTOR/DRAWN BY: JT/JT
SCALE:
0 10 20 30 40
METERS





1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 1 of 23

DATE: July 13, 2017

TIME: 8:57 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northeast.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1798095013~07132017-001.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts an overview of the demolition debris not meeting the definition of CCDD.



DATE: July 13, 2017

TIME: 9:00 a.m.

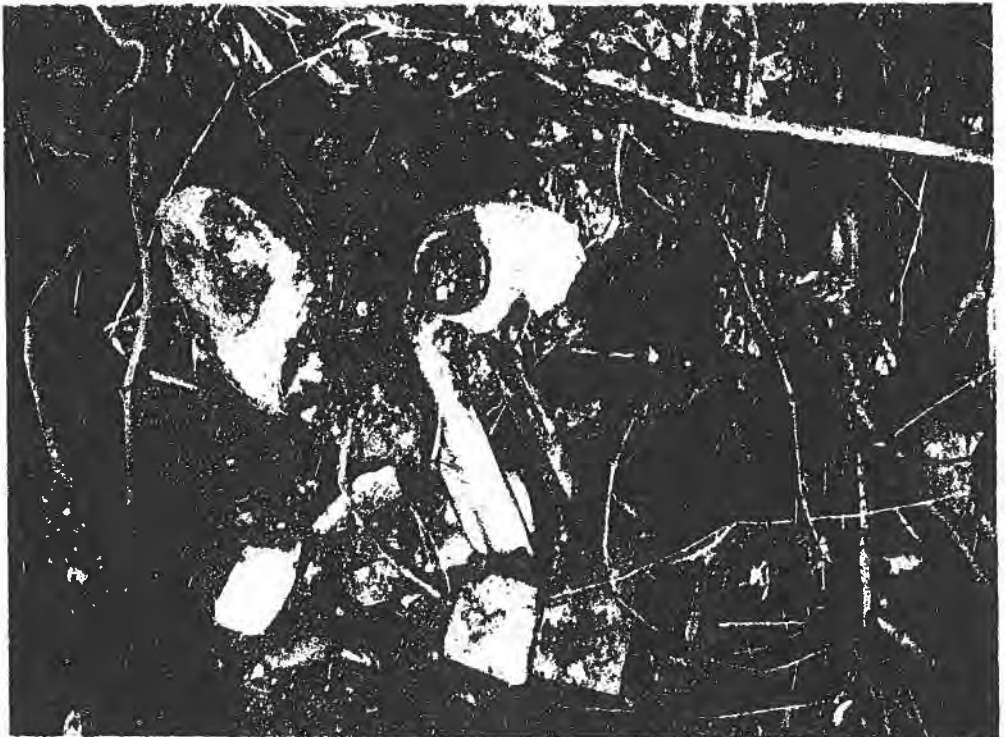
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1798095013~07132017-002.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained electrical wire and a metal radiator.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 2 of 23

DATE: July 13, 2017

TIME: 9:00 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1798095013~07132017-003.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained electrical wire and a metal radiator.



DATE: July 13, 2017

TIME: 9:01 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1798095013~07132017-004.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained wood and rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 3 of 23

DATE: July 13, 2017

TIME: 9:04 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1798095013~07132017-005.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained wire conduit, metal sheeting, metal angle, painted brick, plywood, wood and rebar.



DATE: July 13, 2017

TIME: 9:05 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1798095013~07132017-006.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained electrical wire, metal, metal radiator, wood and rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 4 of 23

DATE: July 13, 2017

TIME: 9:09 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 7

PHOTOGRAPH FILE NAME:
1798095013~07132017-007.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained wire conduit, electrical wire, metal sheeting, and wood.



DATE: July 13, 2017

TIME: 9:12 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 8

PHOTOGRAPH FILE NAME:
1798095013~07132017-008.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained metal, metal sheeting, and wood.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 5 of 23

DATE: July 13, 2017

TIME: 9:13 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 9

PHOTOGRAPH FILE NAME:
1798095013~07132017-009.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained a chair base, metal sheeting, metal pipe, wood and rebar.



DATE: July 13, 2017

TIME: 9:14 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 10

PHOTOGRAPH FILE NAME:
1798095013~07132017-010.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained metal sheeting, plywood, wood and rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 6 of 23

DATE: July 13, 2017

TIME: 9:16 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 11

PHOTOGRAPH FILE NAME:
1798095013~07132017-011.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained metal, metal pipe, metal sheeting, wood and rebar.



DATE: July 13, 2017

TIME: 9:18 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 12

PHOTOGRAPH FILE NAME:
1798095013~07132017-012.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained wire conduit, electrical wire, metal sheeting, metal studs, painted brick and wood.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 7 of 23

DATE: July 13, 2017

TIME: 9:19 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 13

PHOTOGRAPH FILE NAME:
1798095013~07132017-013.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained rebar.



DATE: July 13, 2017

TIME: 9:19 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the southwest.

PHOTOGRAPH NUMBER: 14

PHOTOGRAPH FILE NAME:
1798095013~07132017-014.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts an overview of the demolition debris not meeting the definition of CCDD.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 8 of 23

DATE: July 13, 2017

TIME: 9:20 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 15

PHOTOGRAPH FILE NAME:
1798095013~07132017-015.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD along the Mackinaw River.



DATE: July 13, 2017

TIME: 9:21 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 16

PHOTOGRAPH FILE NAME:
1798095013~07132017-016.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained wood.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 9 of 23

DATE: July 13, 2017

TIME: 9:22 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 17

PHOTOGRAPH FILE NAME:
1798095013~07132017-017.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained metal pipe and rebar.



DATE: July 13, 2017

TIME: 9:22 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 18

PHOTOGRAPH FILE NAME:
1798095013~07132017-018.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained metal wire.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 10 of 23

DATE: July 13, 2017

TIME: 9:23 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 19

PHOTOGRAPH FILE NAME:
1798095013~07132017-019.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained metal wire and wood.



DATE: July 13, 2017

TIME: 9:26 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the east.

PHOTOGRAPH NUMBER: 20

PHOTOGRAPH FILE NAME:
1798095013~07132017-020.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts a John Deere 650H dozer with IHX markings.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 11 of 23

DATE: July 13, 2017

TIME: 9:34 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 21

PHOTOGRAPH FILE NAME:
1798095013~07132017-021.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts an overview of demolition debris not meeting the definition of CCDD.



DATE: July 13, 2017

TIME: 9:34 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 22

PHOTOGRAPH FILE NAME:
1798095013~07132017-022.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained slag, ceramic tile, and wood.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 12 of 23

DATE: July 13, 2017

TIME: 9:34 a.m.

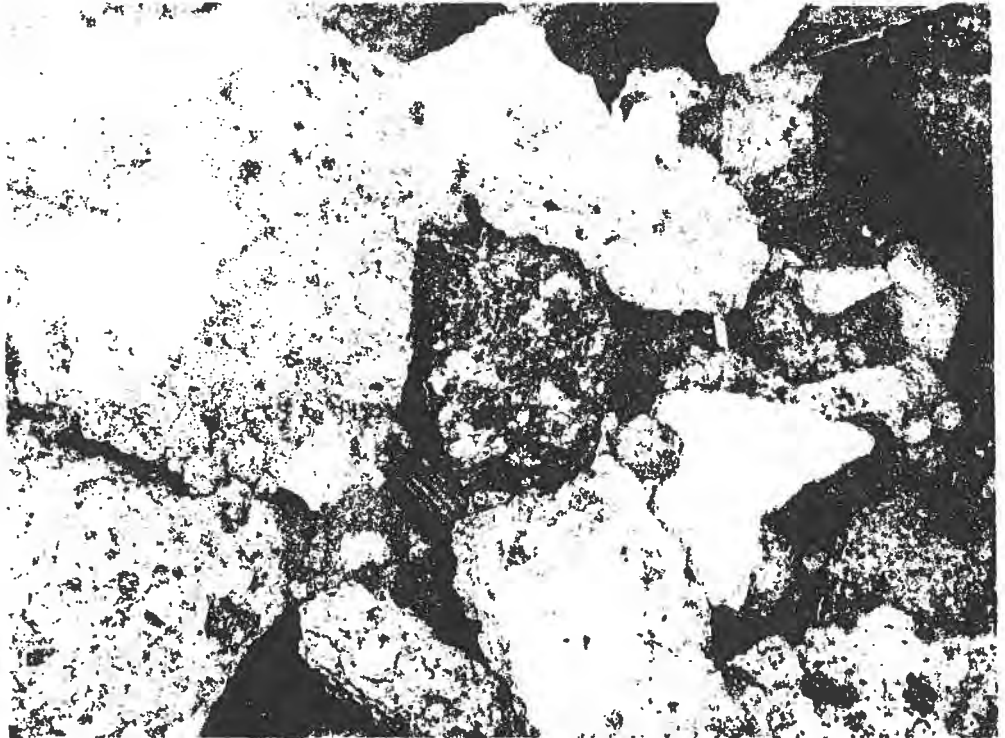
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 23

PHOTOGRAPH FILE NAME:
1798095013~07132017-023.jpg

COMMENTS: The digital
photograph was collected at the
disposal site and depicts demolition
debris not meeting the definition of
CCDD as it contained slag.



DATE: July 13, 2017

TIME: 9:35 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 24

PHOTOGRAPH FILE NAME:
1798095013~07132017-024.jpg

COMMENTS: The digital
photograph was collected at the
disposal site and depicts demolition
debris not meeting the definition of
CCDD as it contained slag, ceramic
tile, and wood.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 13 of 23

DATE: July 13, 2017

TIME: 9:36 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 25

PHOTOGRAPH FILE NAME:
1798095013~07132017-025.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris not meeting the definition of CCDD as it contained slag, and wood.



DATE: July 13, 2017

TIME: 9:39 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the west.

PHOTOGRAPH NUMBER: 26

PHOTOGRAPH FILE NAME:
1798095013~07132017-026.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts an overview of demolition debris along the Mackinaw River not meeting the definition of CCDD.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 14 of 23

DATE: July 13, 2017

TIME: 9:40 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken
toward the northwest.

PHOTOGRAPH NUMBER: 27

PHOTOGRAPH FILE NAME:
1798095013~07132017-027.jpg

COMMENTS: The digital
photograph was collected at the
disposal site and depicts demolition
debris along the Mackinaw River
not meeting the definition of CCDD
as it contained slag, brick, and
wood.



DATE: July 13, 2017

TIME: 9:42 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken
toward the northwest.

PHOTOGRAPH NUMBER: 28

PHOTOGRAPH FILE NAME:
1798095013~07132017-028.jpg

COMMENTS: The digital
photograph was collected at the
disposal site and depicts demolition
debris along the Mackinaw River
not meeting the definition of CCDD
as it contained brick and rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 15 of 23

DATE: July 13, 2017

TIME: 9:43 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northwest.

PHOTOGRAPH NUMBER: 29

PHOTOGRAPH FILE NAME:
1798095013~07132017-029.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained painted concrete, brick, and wood.



DATE: July 13, 2017

TIME: 9:45 a.m.

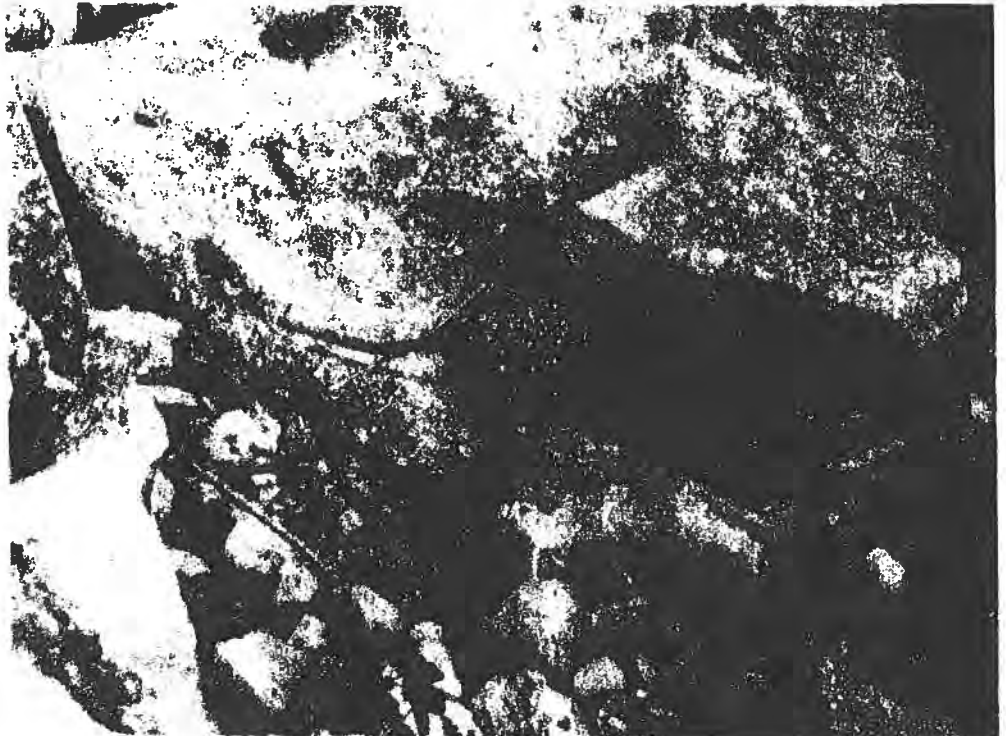
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 30

PHOTOGRAPH FILE NAME:
1798095013~07132017-030.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 16 of 23

DATE: July 13, 2017

TIME: 9:49 a.m.

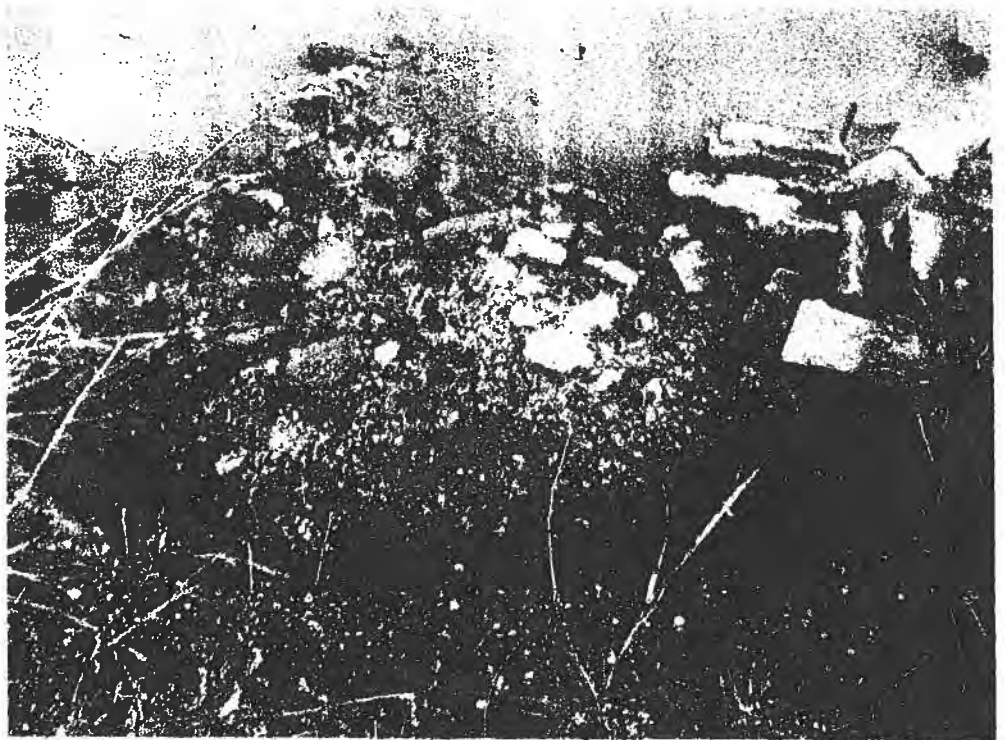
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 31

PHOTOGRAPH FILE NAME:
1798095013~07132017-031.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained slag.



DATE: July 13, 2017

TIME: 9:49 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the east.

PHOTOGRAPH NUMBER: 32

PHOTOGRAPH FILE NAME:
1798095013~07132017-032.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts an overview of demolition debris along the Mackinaw River not meeting the definition of CCDD.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 17 of 23

DATE: July 13, 2017

TIME: 9:51 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 33

PHOTOGRAPH FILE NAME:
1798095013~07132017-033.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained rebar.



DATE: July 13, 2017

TIME: 9:52 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 34

PHOTOGRAPH FILE NAME:
1798095013~07132017-034.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained painted concrete, brick, and rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 18 of 23

DATE: July 13, 2017

TIME: 9:53 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 35

PHOTOGRAPH FILE NAME:
1798095013~07132017-035.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained painted concrete.



DATE: July 13, 2017

TIME: 9:54 a.m.

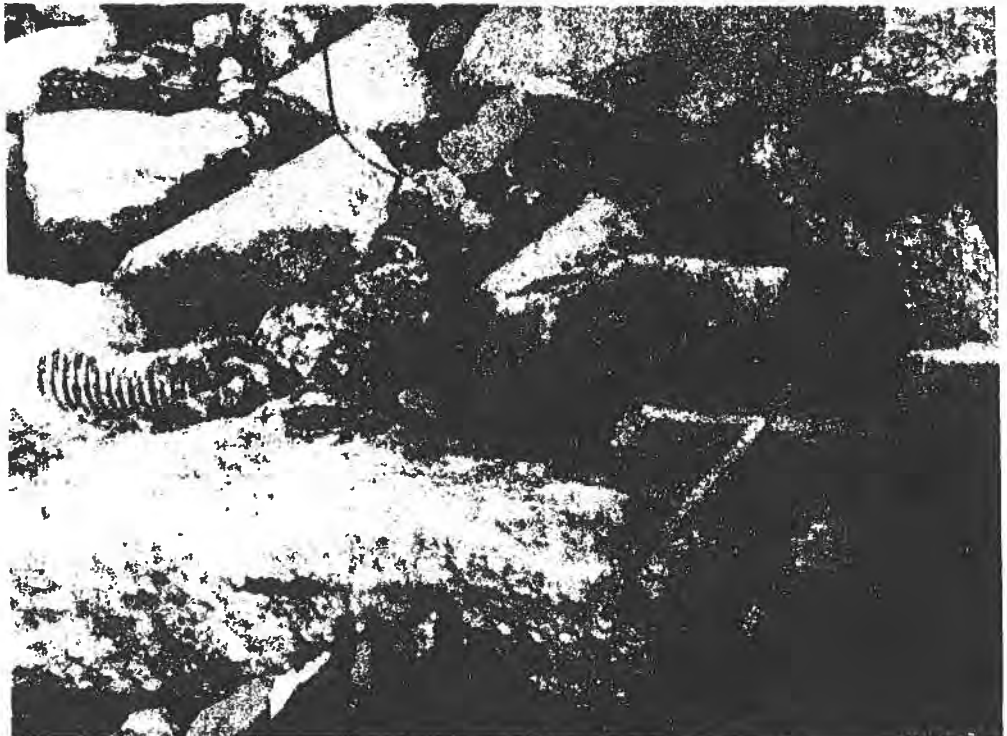
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 36

PHOTOGRAPH FILE NAME:
1798095013~07132017-036.jpg

COMMENTS: The digital photograph was collected at the disposal site and depicts demolition debris along the Mackinaw River not meeting the definition of CCDD as it contained rebar.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 19 of 23

DATE: July 13, 2017

TIME: 10:22 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the southwest.

PHOTOGRAPH NUMBER: 37

PHOTOGRAPH FILE NAME:
1798095013~07132017-037.jpg

COMMENTS: The digital photograph was collected at the source site and depicts the River City Construction signage posted at the site entrance.



DATE: July 13, 2017

TIME: 10:23 a.m.

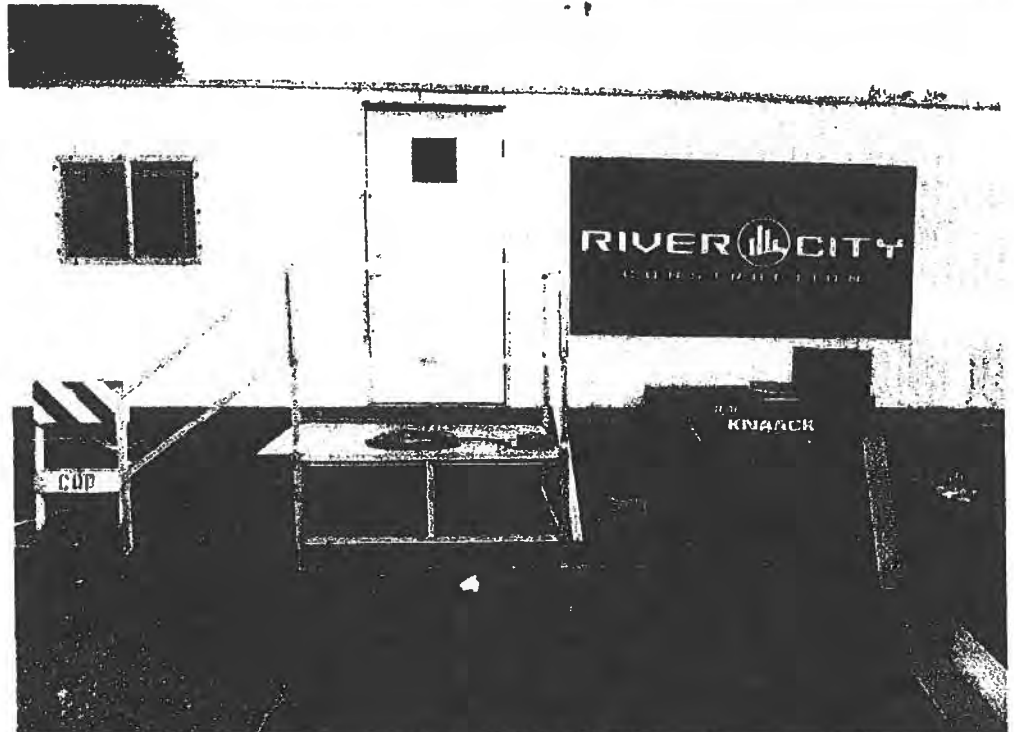
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 38

PHOTOGRAPH FILE NAME:
1798095013~07132017-038.jpg

COMMENTS: The digital photograph was collected at the source site and depicts the River City Construction signage posted at the construction trailer.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 20 of 23

DATE: July 13, 2017

TIME: 11:00 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 39

PHOTOGRAPH FILE NAME:
1798095013~07132017-039.jpg

COMMENTS: The digital photograph was collected at the source site and depicts demolition debris remaining on-site.



DATE: July 13, 2017

TIME: 11:00 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the southwest.

PHOTOGRAPH NUMBER: 40

PHOTOGRAPH FILE NAME:
1798095013~07132017-040.jpg

COMMENTS: The digital photograph was collected at the source site and depicts demolition debris remaining on-site.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 -- Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 21 of 23

DATE: July 13, 2017

TIME: 11:02 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 41

PHOTOGRAPH FILE NAME:
1798095013~07132017-041.jpg

COMMENTS: The digital photograph was collected at the source site and depicts demolition debris remaining on-site.



DATE: July 13, 2017

TIME: 11:02 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 42

PHOTOGRAPH FILE NAME:
1798095013~07132017-042.jpg

COMMENTS: The digital photograph was collected at the source site and depicts a CAT 329D tracked excavator with IHX markings.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 22 of 23

DATE: July 13, 2017

TIME: 11:04 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the southeast.

PHOTOGRAPH NUMBER: 43

PHOTOGRAPH FILE NAME:
1798095013~07132017-043.jpg

COMMENTS: The digital photograph was collected at the source site and depicts demolition debris remaining on-site.



DATE: July 13, 2017

TIME: 11:04 a.m.

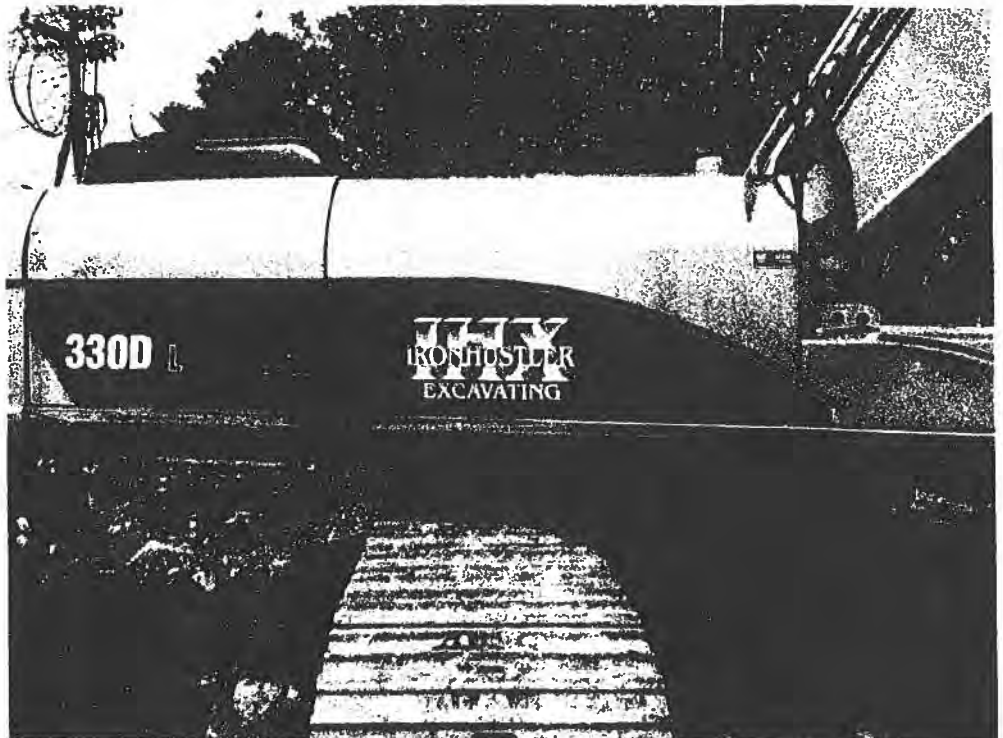
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the west.

PHOTOGRAPH NUMBER: 44

PHOTOGRAPH FILE NAME:
1798095013~07132017-044.jpg

COMMENTS: The digital photograph was collected at the source site and depicts a CAT 330DL tracked excavator with IHX, Iron Hustler Excavating markings.



DOCUMENT FILE NAME:
1798095013~07132017.doc



1798095013 – Tazewell County
Venovich Construction Company
C-2017-080-P
FOS

Site Photographs
Page 23 of 23

DATE: July 13, 2017

TIME: 11:06 a.m.

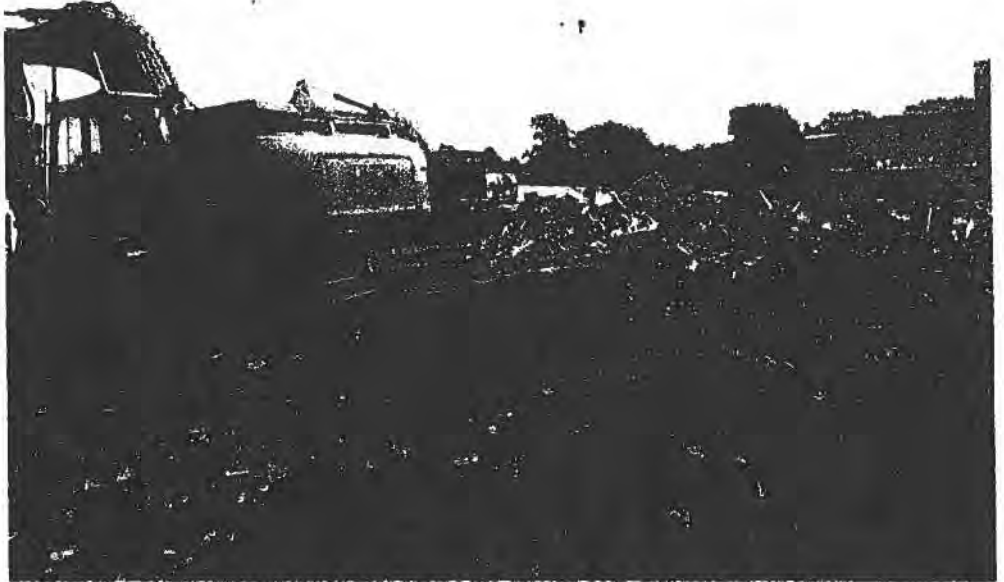
PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the northeast.

PHOTOGRAPH NUMBER: 45

PHOTOGRAPH FILE NAME:
1798095013~07132017-045.jpg

COMMENTS: The digital photograph was collected at the source site and depicts demolition debris remaining on-site.



DATE: July 13, 2017

TIME: 11:13 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the north.

PHOTOGRAPH NUMBER: 46

PHOTOGRAPH FILE NAME:
1798095013~07132017-046.jpg

COMMENTS: The digital photograph was collected at the source site and depicts demolition debris remaining on-site.



DOCUMENT FILE NAME:
1798095013~07132017.doc

4
ck

Tazewell County, IL
Christie A. Webb

Doc No.: 201500010351

Receipt #: 742666
Pages Recorded: 4
Document Type: WD
Total Fees: \$26.75
County Revenue Stamp: \$68.00
Illinois St. Revenue Stamp: \$136.00
+RHSP FUND: \$9.00

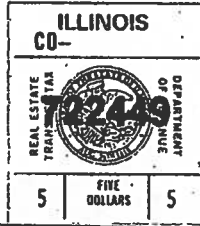
Date Recorded: 6/25/2015 3:26:43 PM

Prepared by:

Lauren A. Christmas
Elias, Meginnis & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602

Mail tax statement to and
after recording return to:

Venovich Construction Company
PO Box 410
Tremont IL
61568



paid in
state Tax

County Tax Paid In
Half Amount As State Tax



Chicago Title

WARRANTY DEED

THIS INDENTURE WITNESSETH, that Ida R. Noll, a married person, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, **CONVEYS** and **WARRANTS** to Venovich Construction Company, an Illinois corporation, the real estate described on Exhibit A attached hereto and made a part hereof.

Said conveyance is subject to general real estate taxes for 2015 and subsequent years, and is further subject to easements, restrictions, declarations, covenants, reservations and conditions of record.

The grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and warrants that the property conveyed hereby has never been used as homestead property by any spouse of grantor.

[SIGNATURE PAGE FOLLOWS]

Dated: June 23, 2015

Ida R. Noll
Ida R. Noll

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Ida R. Noll, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 23 day of June, 2015.

Pamela S. Travis
Notary Public
Pamela S. Travis
(Type or print name)

(SEAL)

315-1490

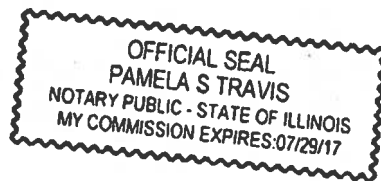


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 18-18-09-400-002

Part of Tract 8, being in the Southeast Quarter of Section 9 in Township 23 North, Range 3 West of the Third Principal meridian, Tazewell county, Illinois as shown by plat recorded in Plat Book "MM", pages 60-61, in the Tazewell County Recorder's Office.

48.52 acres, more or less, described as that part of Tract 9 located in the Southeast Quarter of Section 8, Township 23 North, Range 3 West of the Third Principal meridian, Tazewell County, Illinois, as shown by plat recorded in Plat Book "MM", pages 60-61, in the Tazewell County Recorder's Office.

Address: King Rd., Hopedale

Tazewell County, IL
Christie A. Webb

Doc No.: 201500010351

Receipt #: 742666 Total Fees: \$26.75
 Pages Recorded: 4 County Revenue Stamp: \$68.00
 Document Type: WD Illinois St. Revenue Stamp: \$136.00
 +RHSP FUND: \$9.00
 Date Recorded: 6/25/2015 3:26:43 PM



PTAX-203
Illinois Real Estate
Transfer Declaration

Please read the instructions before completing this form.
 This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 KING RD.
 Street address of property (or 911 address, if available).
 HOPEDALE
 City or village ZIP
 HOPEDALE
 Township

2 Write the total number of parcels to be transferred. 1
 3 Write the parcel identifying numbers and lot sizes of acreage.
 Property Index Number (PIN) Lot size or acreage
 a 18-18-09-400-002 (Part) 49.52 ACRES
 b _____
 c _____
 d _____

Write additional property index numbers, lot sizes or acreage in Step 3.
 4 Date of Instrument: 06 / 2015
 Month Year

5 Type of Instrument (Mark with an "X"):
 Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify): _____

6 Yes No Will the property be the buyer's principal residence?
 7 Yes No Was the property advertised for sale?
 (i.e. media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
 Current Intended (Mark only one item per column with an "X")
 a Land/lot only
 b Residence (single-family, condominium, townhome, or duplex)
 c Mobile home residence
 d Apartment building (6 units or less) No. of units: _____
 e Apartment building (over 6 units) No. of units: _____
 f Office
 g Retail establishment
 h Commercial building (specify): _____
 i Industrial building
 j Farm
 k Other (specify): _____

Do not write in this area. County Recorder's Office use.

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
 Date of significant change: _____ / _____ / _____
 (Mark with an "X") Month Year
 Demolition/damage Additions Major Remodeling
 New construction Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X")
 a Fulfillment of installment contract - year contract initiated:
 b Sale between related individuals or corporate affiliates
 c Transfer of less than 100 percent of interest
 d Court-ordered sale
 e Sale in lieu of foreclosure
 f Condemnation
 g Short sale
 h Bank REO (real estate owned)
 i Auction sale
 j Seller/buyer is a relocation company
 k Seller/buyer is a financial institution or government agency
 l Buyer is a real estate investment trust
 m Buyer is a pension fund
 n Buyer is an adjacent property owner
 o Buyer is exercising an option to purchase
 p Trade of property (simultaneous)
 q Sale-leaseback
 r Other (specify): _____

s Homestead exemptions on most recent tax bill:
 1 General/Alternative \$ _____
 2 Senior Citizens \$ _____
 3 Senior Citizens Assessment Freeze \$ _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount of line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11	Full actual consideration	11	\$	136,000.00
12a	Amount of personal property included in the purchase	12a	\$	0.00
12b	Was the value of a mobile home included on Line 12a?	12b		Yes No
13	Subtract Line 12a from Line 11. This is the net consideration for real property.	13	\$	136,000.00
14	Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	\$	0.00
15	Outstanding mortgage amount to which the transferred real property remains subject	15	\$	0.00
16	If this transfer is exempt, use an "X" to identify the provision.	16		b k m
17	Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	\$	136,000.00
18	Divide Line 17 by 500. Round the result to the next highest whole number (e.g., \$1,002 rounds to 62)	18	\$	272.00
19	Illinois tax stamps - multiply Line 18 by 0.50.	19	\$	136.00
20	County tax stamps - multiply Line 18 by 0.25.	20	\$	68.00
21	Add Lines 19 and 20. This is the total amount of transfer tax due.	21	\$	204.00



LLC FILE DETAIL REPORT

File Number	00155071		
Entity Name	RIVER CITY CONSTRUCTION, L.L.C.		
Status	ACTIVE	On	12/07/2016
Entity Type	LLC	Type of LLC	Domestic
File Date	12/18/1997	Jurisdiction	IL
Agent Name	KENNETH EATHINGTON	Agent Change Date	10/18/2016
Agent Street Address	227 N E JEFFERSON	Principal Office	101 HOFFER LN EAST PEORIA, IL 61611
Agent City	PEORIA	Managers	View
Agent Zip	61602	Duration	12/31/2048
Annual Report Filing Date	12/07/2016	For Year	2016
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)
(One Certificate per Transaction)

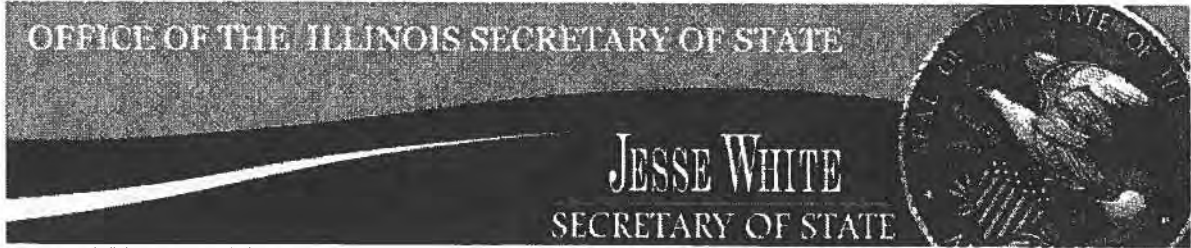
OTHER SERVICES

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office Address](#)



CORPORATION FILE DETAIL REPORT

File Number	60410879		
Entity Name	VENOVICH CONSTRUCTION CO.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/24/1999	State	ILLINOIS
Agent Name	JOSEPH L VENOVICH, JR	Agent Change Date	02/18/2005
Agent Street Address	207 S SAMPSON ST POB 410	President Name & Address	JOSEPH L VENOVICH 2656 BEDFORD AVE TREMONT 61568
Agent City	TREMONT	Secretary Name & Address	PENNY L VENOVICH SAME
Agent Zip	61568	Duration Date	PERPETUAL
Annual Report Filing Date	02/28/2017	For Year	2017

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[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

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[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office Address](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



CORPORATION FILE DETAIL REPORT

File Number	55373663		
Entity Name	IRONHUSTLER EXCAVATING, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	01/19/1989	State	ILLINOIS
Agent Name	WILLIAM H CAMPBELL	Agent Change Date	05/30/2017
Agent Street Address	401 MAIN ST STE 1600	President Name & Address	DAVID G SCHIELEIN PO BOX 120028 PEORIA, IL 61614
Agent City	PEORIA	Secretary Name & Address	SAME
Agent Zip	61602	Duration Date	PERPETUAL
Annual Report Filing Date	01/04/2017	For Year	2017
Assumed Name	ACTIVE - IRONHUSTLER EXCAVATING CO		

[Return to the Search Screen](#)

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

OTHER SERVICES

File Annual Report

Adopting Assumed Name

Articles of Amendment Effecting A Name Change

Change of Registered Agent and/or Registered Office Address

3.8. REPAIRS

- A. Promptly repair damage to adjacent structures and sitework caused by demolition operations.

3.9. DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10. CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END 02 4116



September 20, 2017

Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Attention: Mr. James Jennings, Mail Code 24
Regarding: River City Construction- Violation Number M-2017-01014
Site Identification number: 1798095013

Dear Mr. Jennings:

In response to the Illinois EPA's Violation Notice (M-2017-01014), River City Construction, LLC provides the following information in response.

Background:

River City Construction, LLC (RCC) is serving as the general contractor (GC) on the New Delevan High School addition. The project is located at 907 Locust Street in Delevan, IL 61734. RCC subcontracted the building demolition associated with this project to Iron Hustler Excavation (IHX). All work was to be done in accordance with contract documents and Governing bodies of Illinois. IHX was responsible for removal of the demo waste material off site as required to meet these conditions. As Indicated in Jason Thorpe's inspection narrative, RCC had specific language in our subcontract agreement with IHX that stated "remove demolition waste materials from the project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction." Unknowingly to RCC, IHX made arrangements with Venovich Construction Company at the time of demo to dispose of waste materials on their property.

Action's since Notification:

On Monday July 17, 2017 after your visit on July 13th all demo waste material from the Delevan School that IHX had taken to Venovich property was removed and taken to the Tazewell County Landfill. This was visually confirmed by RCC on that date. Document photos were taken by RCC on 8/31/17 and are attached for your reference. We are also in receipt of a letter from Venovich dated 9/14/17 to your office further confirming that the material related to the Delevan High School project was removed and that letter further addresses any other material on site not related to the Delevan High School.

Included with the attached information are:

- Photos of Venovich's Property taken by RCC on 8/31/17
- Letter from Venovich to the EPA dated 9/14/17.

Builders...Concept to Completion.

P.O. Box 1389 Peoria, IL 61654 ☐ PH 309.694.3120 FAX 309.694.1332 EMAIL Info@RCCLLC.com WEB www.RCCLLC.com
MAIN OFFICE 101 Hoffer Lane, East Peoria, IL 61611 ☐ ADDITIONAL LOCATIONS Benton, IL and Ashland, MO

Exhibit D



- Waste disposal receipts from Tazewell County Landfill.

River City Construction has followed all the steps as requested in your attachment A, page #2 of Suggested Resolutions

- #1) IHX immediately Ceased all open Dumping
- #2) Prior to September 15, 2017, all material related to the Delevan High School was removed
- #3) Prior to September 22, 2017, all Waste disposal tickets were provided. Via attached letter from Venovich Construction.

If there is any more action of information required please let us know.

Should you have any questions or concerns, please feel free to call me.

Sincerely,
RIVER CITY CONSTRUCTION, L.L.C.

A handwritten signature in black ink that reads "Mark Ward".

Mark Ward
Director of Project Management

CC: IronHustler Excavating, Dave Schielen
Delavan Schools, Dr. Andrew Brooks, Superintendent
Jason Thorp, IEPA
Venovich Construction Company, Joe Venovich Jr.
Quinn Johnston, Kenneth R Eathington

Builders...Concept to Completion.



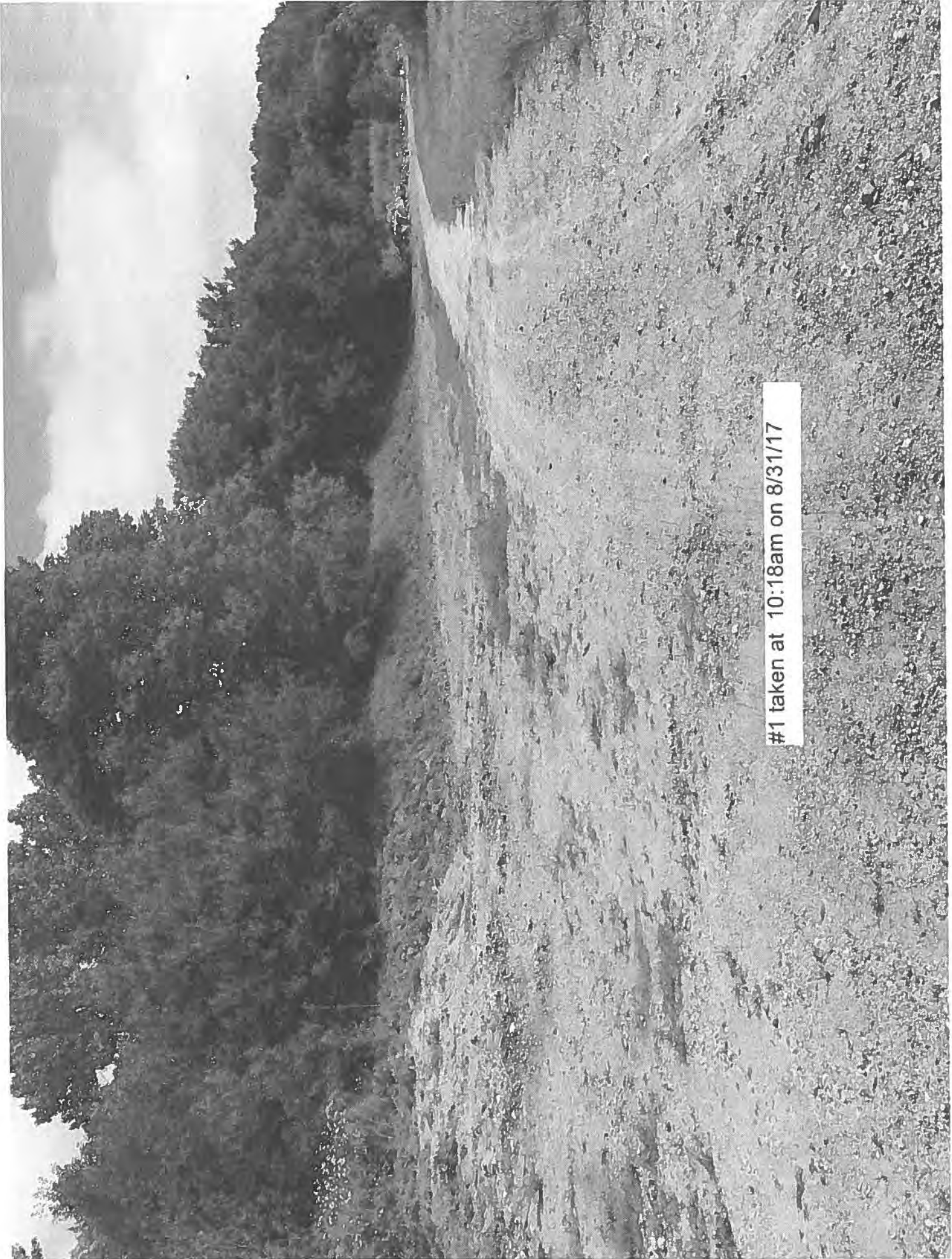
Google Earth

© 2017 Google

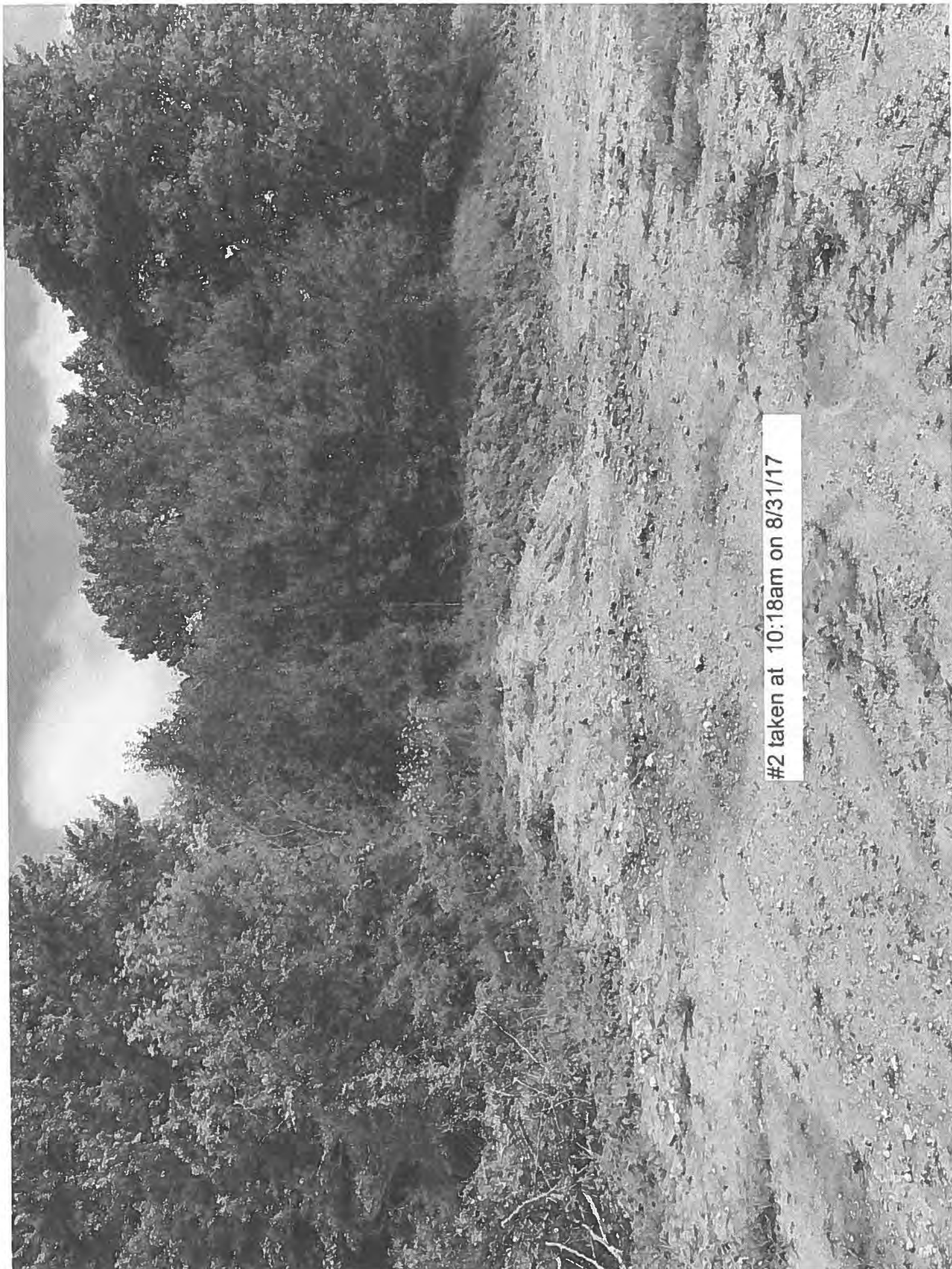
300 ft



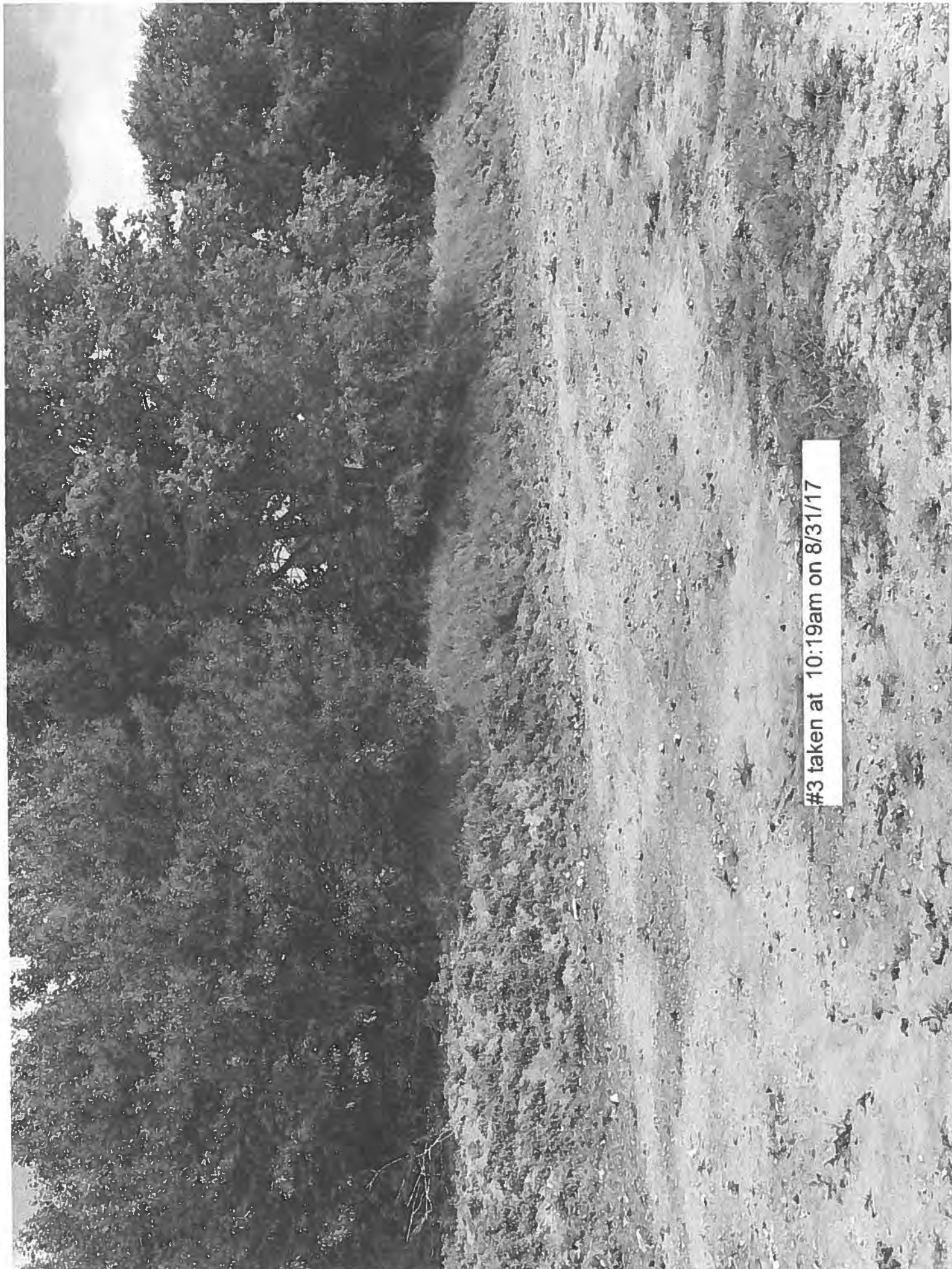
King Rd



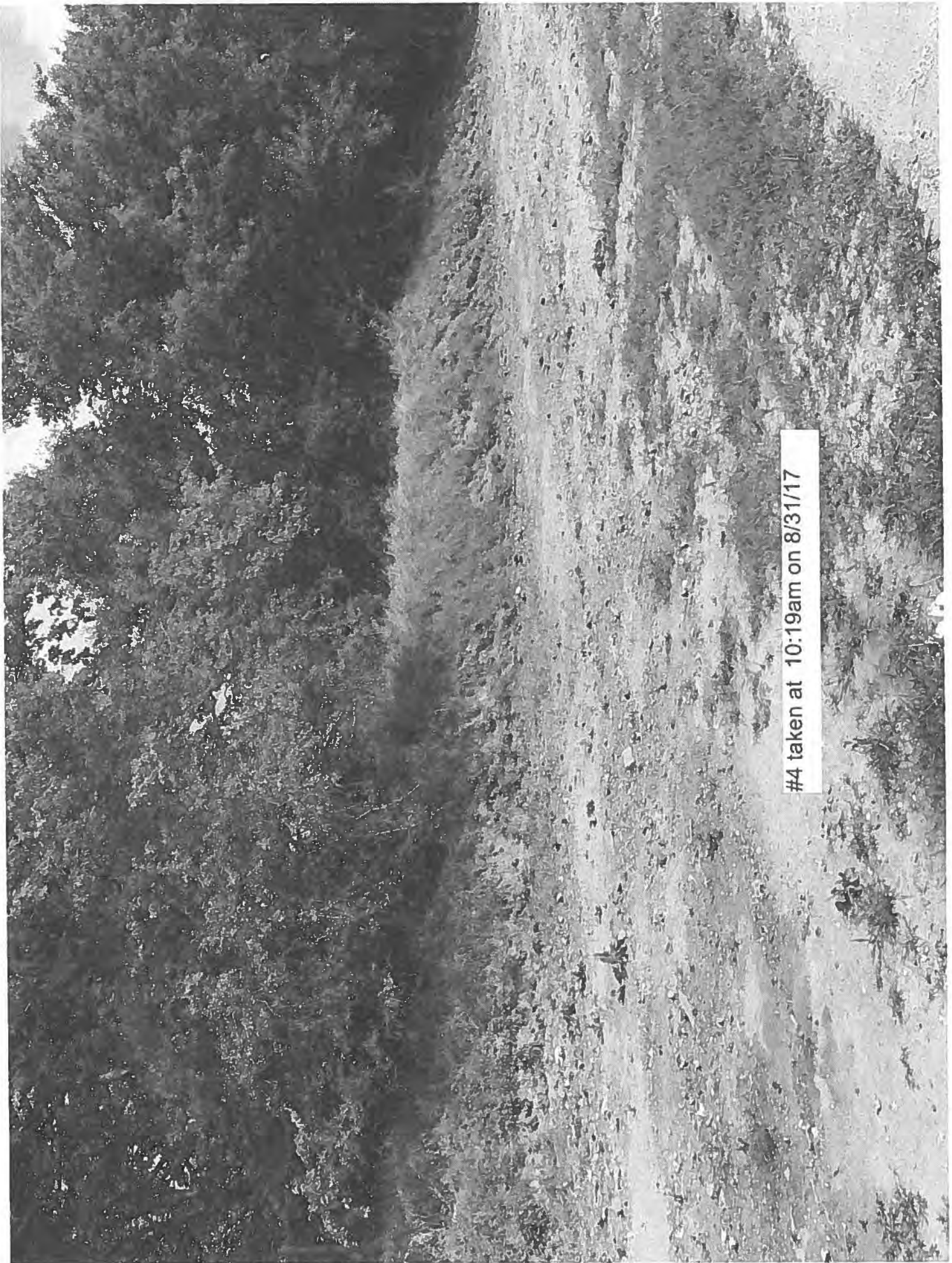
#1 taken at 10:18am on 8/31/17



#2 taken at 10:18am on 8/31/17



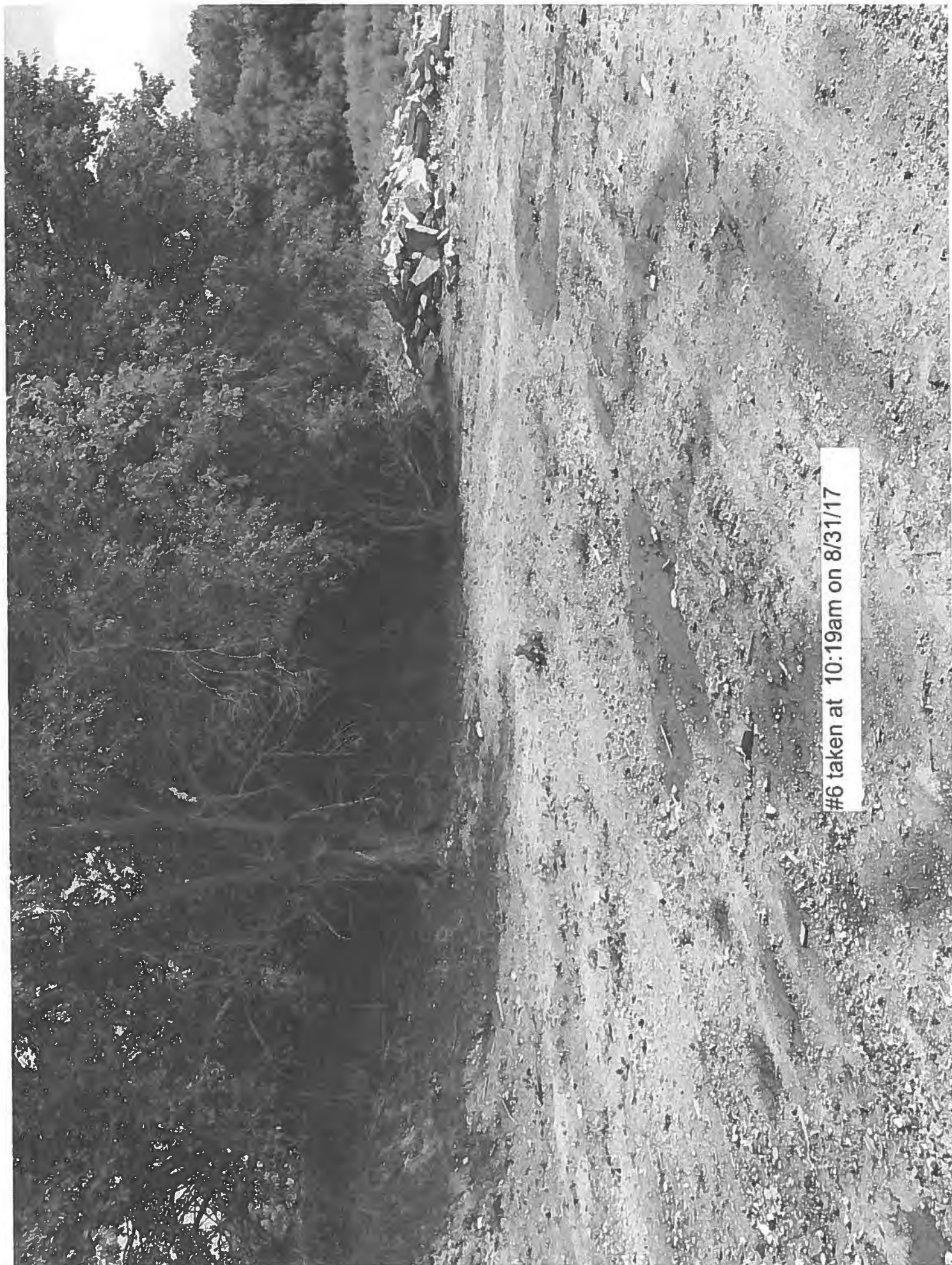
#3 taken at 10:19am on 8/31/17



#4 taken at 10:19am on 8/31/17



#5 taken at 10:19am on 8/31/17



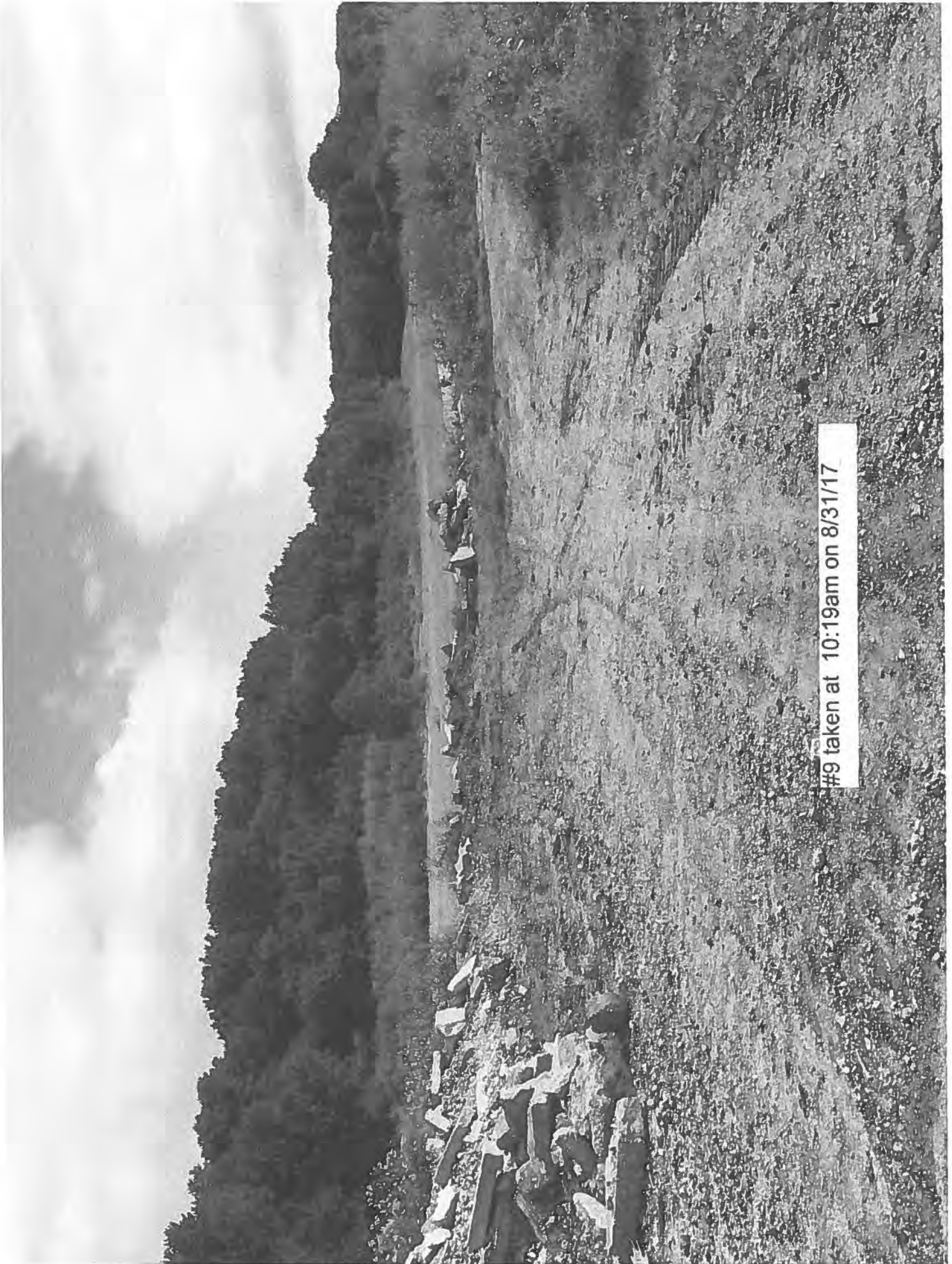
#6 taken at 10:19am on 8/31/17



#7 taken at 10:19am on 8/31/17



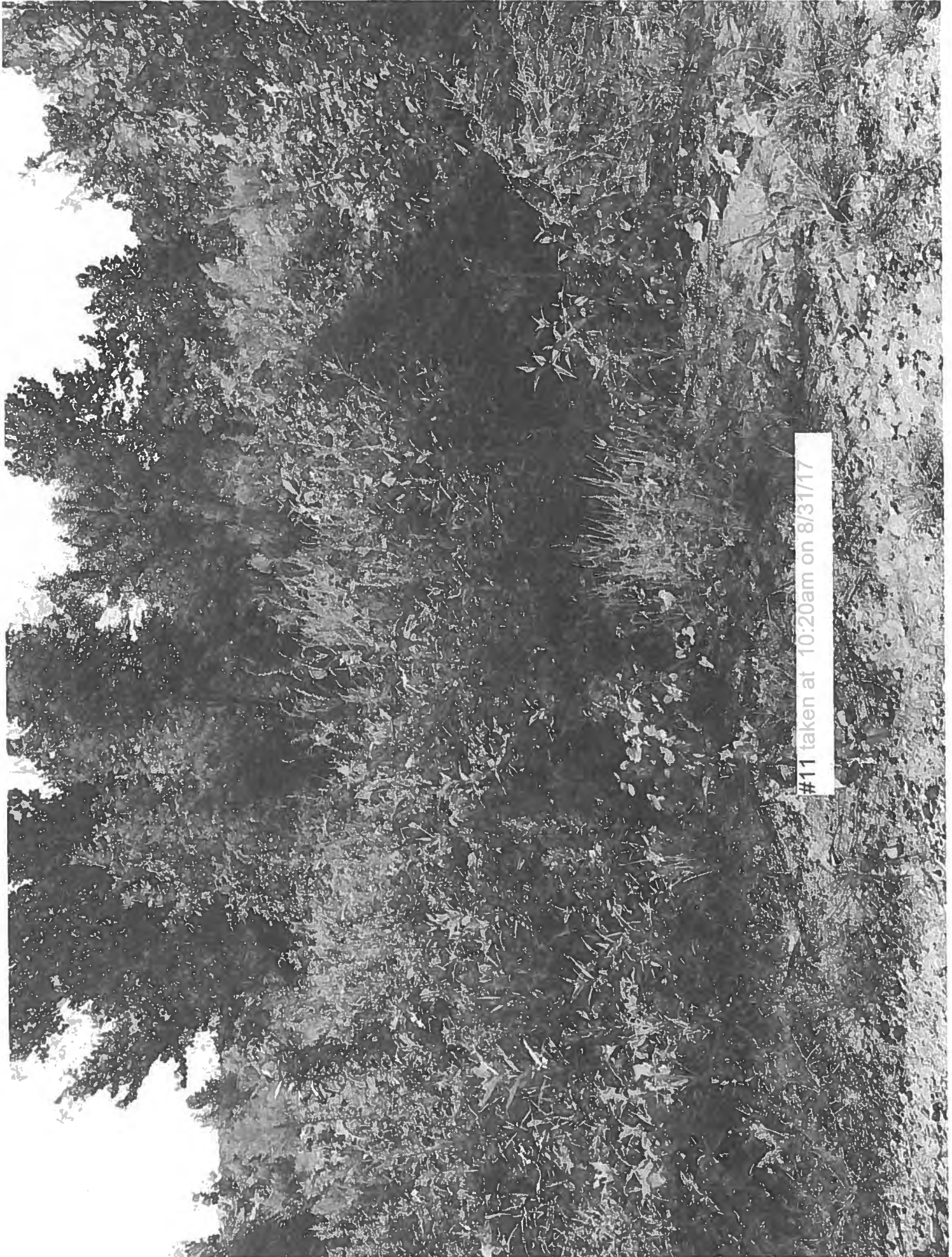
#8 taken at 10:19am on 8/31/17



#9 taken at 10:19am on 8/31/17



#10 taken at 10:20am on 8/31/17

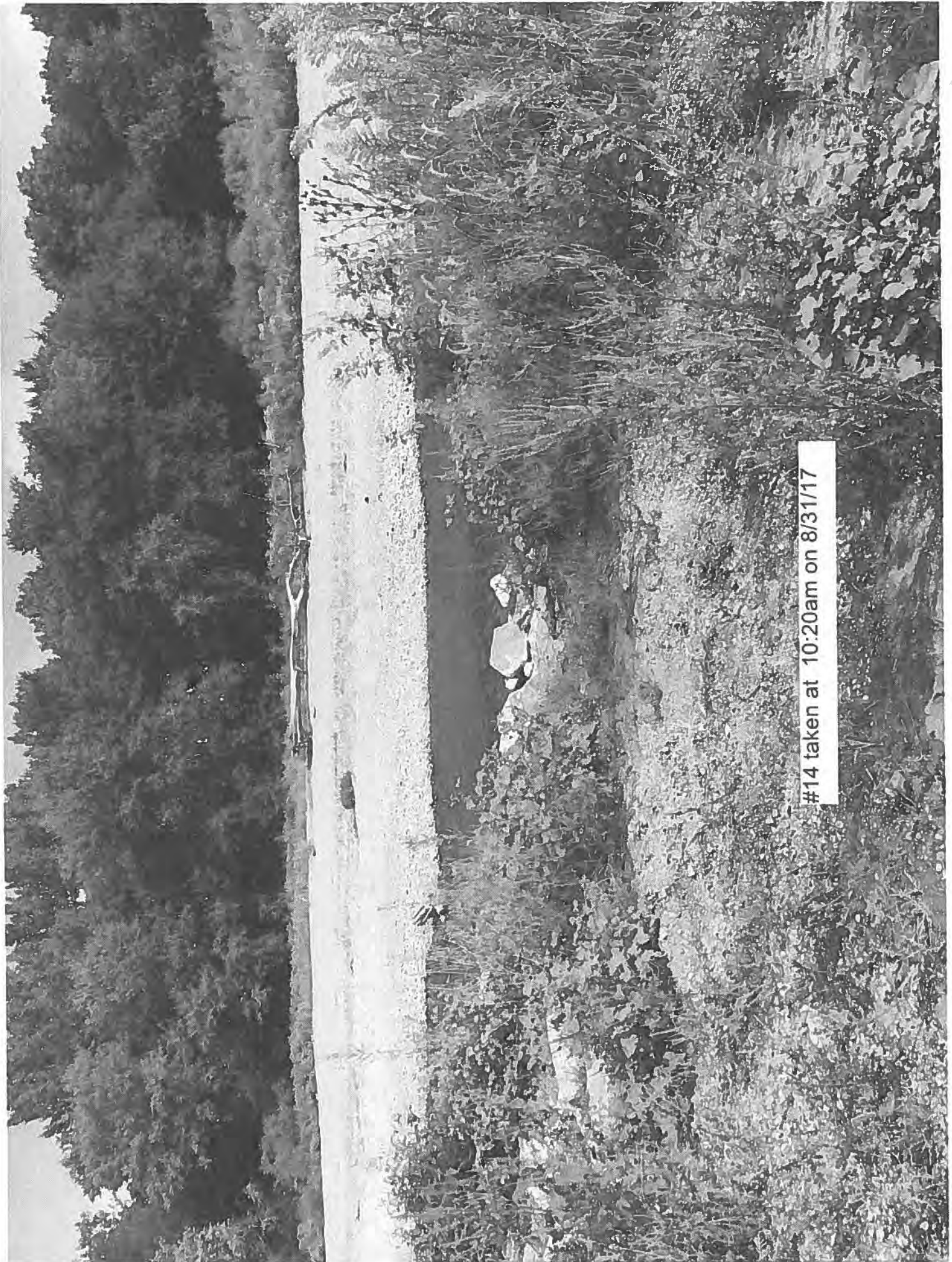




#12 taken at 10:20am on 8/31/17



#13 taken at 10:20am on 8/31/17



#14 taken at 10:20am on 8/31/17



#15 taken at 10:21am on 8/31/17

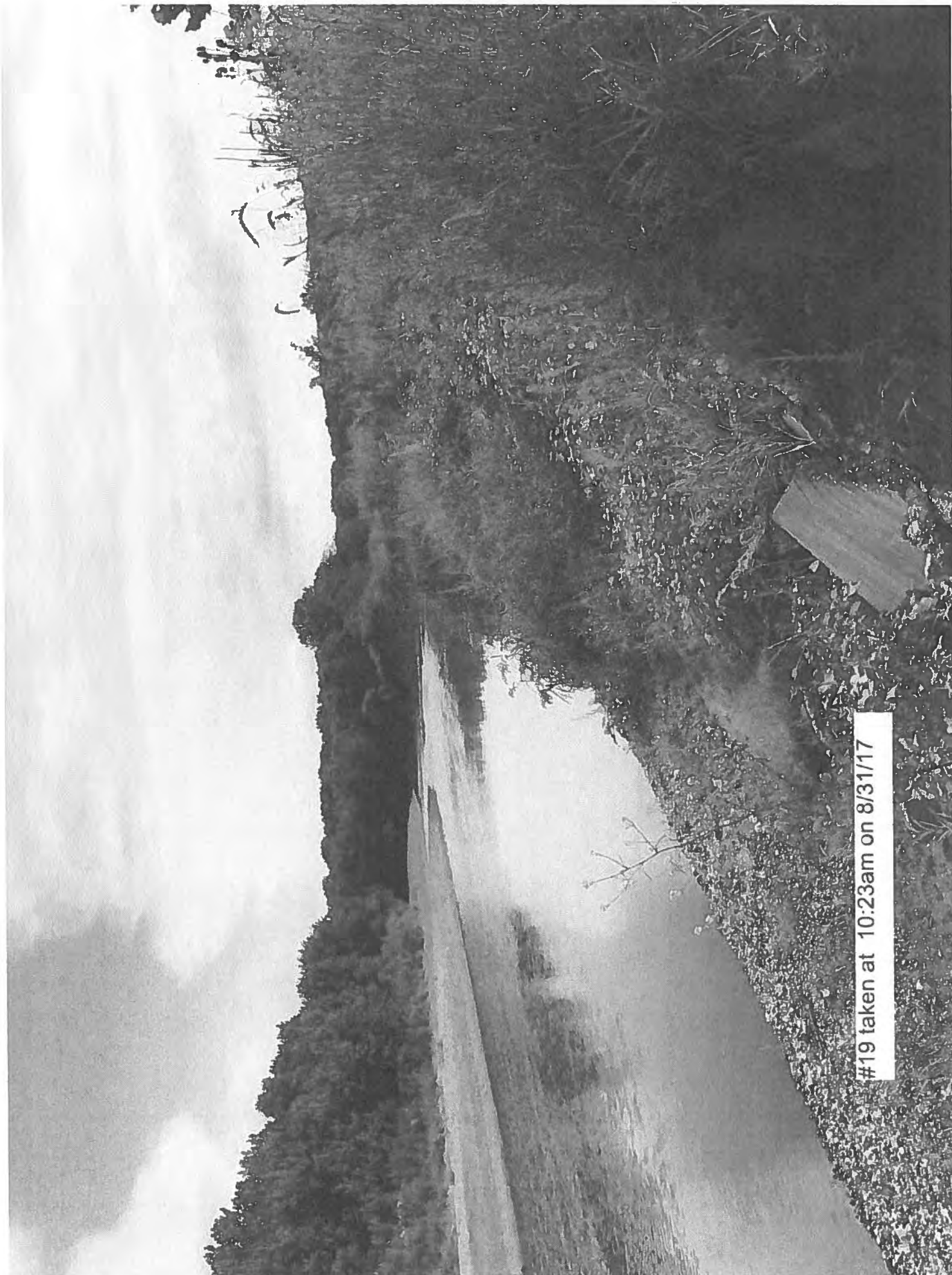


#16 taken at 10:21am on 8/31/17

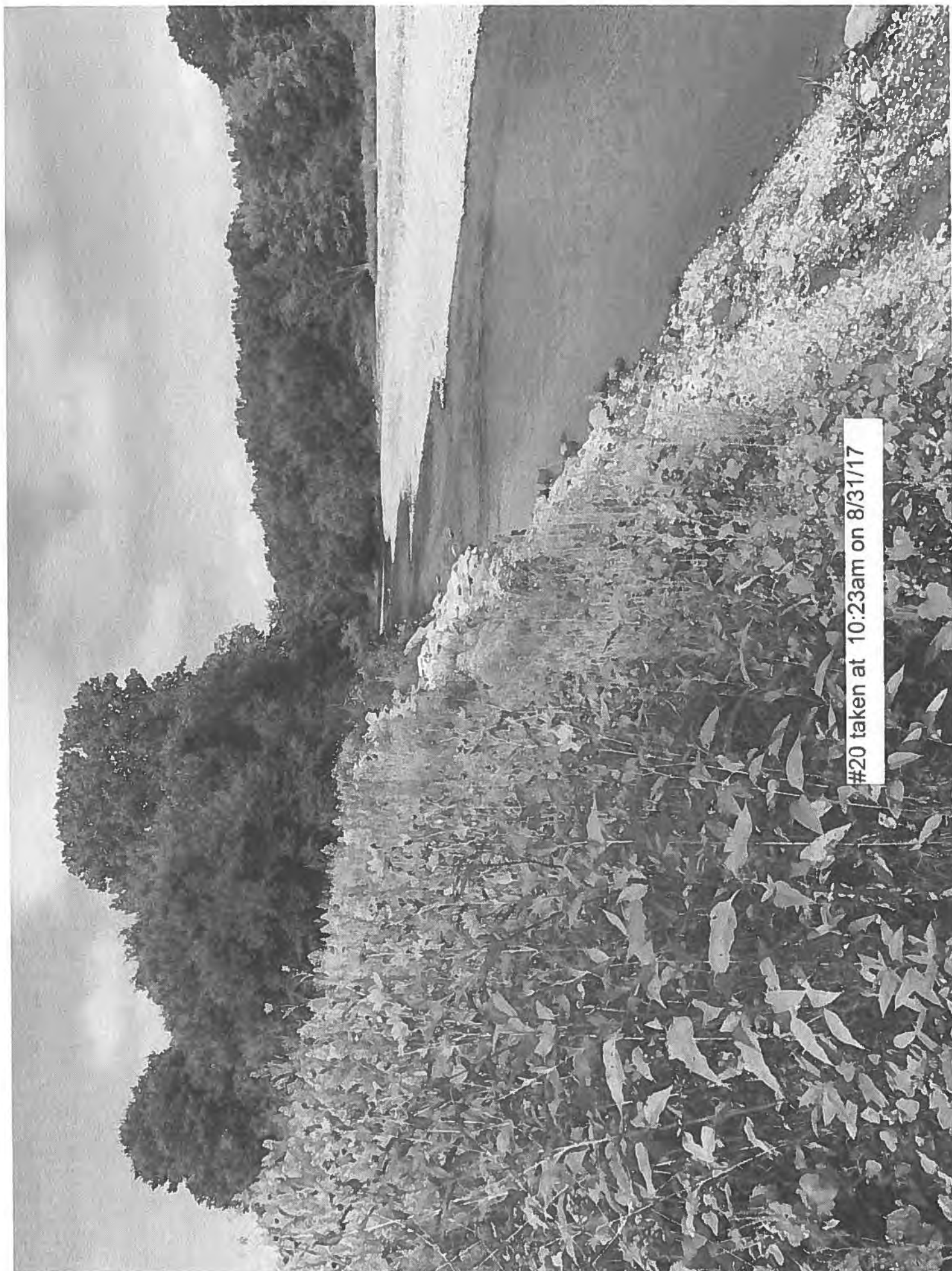


#17 taken at 10:21am on 8/31/17

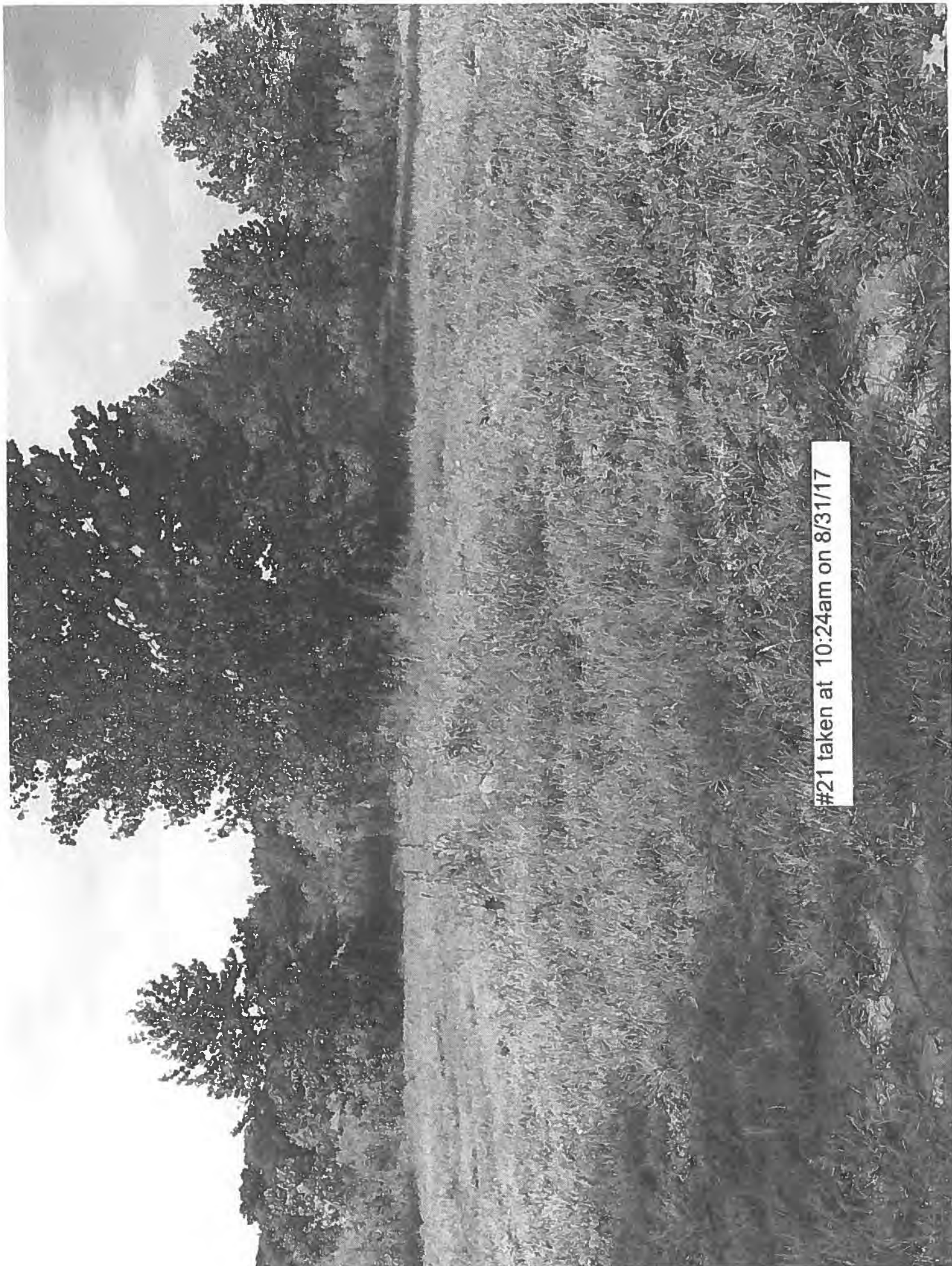




#19 taken at 10:23am on 8/31/17



#20 taken at 10:23am on 8/31/17



#21 taken at 10:24am on 8/31/17



Venovich Construction Company
207 S. Sampson Street, P.O. Box 410
Tremont, IL 61568
Phone: 309-208-9092

September 14, 2017

Mr. James Jennings
Mail Code 24
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

RE: Violation # M-2017-01016
Site ID # 1798095013

Mr. Jennings

We received our written notice from our post office box 8-25-17 in regards to the above mentioned violation.

Please know all of the debris from the Delavan School project was loaded out and delivered to the Indian Creek Landfill in July 17, 2017 the Monday following your site visit of July 13, 2017.

Ironhustler Excavating loaded out every brick and scrap they had hauled in earlier. Landfill and trucking receipts are attached for your use.

Pursuant to your pictures of 7-13-2017 labeled 1-12 and 20 are all connected to the Delavan School and Ironhustler Excavating. All pictures up to and including #36, not listed above, are of concrete and excess debris, and were already on site under my direction. The existing items of concrete, debris, rebar, slag along with some minor loose wood and one pipe are all mine to do a final clean up on.

The wood was deposited into an X-waste dumpster, we had on a remodel, 1½ away from the dump site. The attached ticket # 358919 is for your use. The miscellaneous steel, rebar, pipe, etc. was dropped into a Behr scrap metal container in our yard. The slag was deposited to the Indian Creek Landfill (9-13-2017 please see attached ticket # 312966

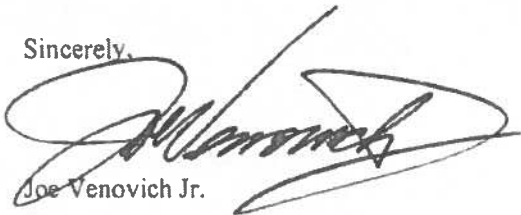
You'll notice all of the school debris was removed properly within a week of being dumped on site. Venovich Construction upon receiving the Certified Violation letter and pictures from your office, acted

immediately to finalize these issues. Please feel free to re-inspect any time after 9-15-2017, as we will have the entire site 100% compliance after that date. Can we expect a final ruling/acceptance/response at some point after inspection?

As side note, we have spent hundreds of hours and thousands of dollars in the last year and a half removing no less than 100 abandoned tires and over 50 tons of scrap, farm implements, etc. all to put this property back to its natural state.

Please do not hesitate to contact me with any questions as they arise.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Venovich Jr.", written over a white background.

Joe Venovich Jr.

President Venovich Construction Company

cc: Ironhustler Excavating

River City Construction c/o Kenneth Eathington

Delavan Schools: Dr. Andrew Brooks, Superintendent

Jason Thorp IEPA

Attached: Receipts



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

217/785-8604

TDD: 217/782-9143

August 17, 2017

CERTIFIED MAIL NUMBER 7014-2120-0002-3282-9938
RETURN RECEIPT REQUESTED

Venovich Construction Company
% Joseph L. Venovich, Jr., Registered Agent
207 S. Sampson Street
P.O. Box 410
Tremont, Illinois 61568

Refer to: **Violation Notice, M-2017-01016**
1798095013 -- Tazewell County
Venovich Construction Company
Compliance File

Dear Mr. Venovich:

This constitutes a Violation Notice pursuant to Section 31(a)(1) of the Illinois Environmental Protection Act, 415 ILCS 5/31(a)(1), and is based on an inspection completed on July 13, 2017 by representatives of the Illinois Environmental Protection Agency ("Illinois EPA").

The Illinois EPA hereby provides notice of alleged violations of environmental laws, regulations, or permits as set forth in Attachment A to this notice. The attachment includes an explanation of the activities that the Illinois EPA believes may resolve the specified alleged violations, including an estimate of a reasonable time period to complete the necessary activities. Due to the nature and seriousness of the alleged violations, please be advised that resolution of the violations may also require the involvement of a prosecutorial authority for purposes that may include, among others, the imposition of statutory penalties.

A written response, which may include a request for a meeting with representatives of the Illinois EPA, must be submitted via certified mail to the Illinois EPA within 45 days of receipt of this notice. If a meeting is requested, it shall be held within 60 days of receipt of this notice. The response must include information in rebuttal, explanation, or justification of each alleged violation and a statement indicating whether or not you wish to enter into a Compliance Commitment Agreement ("CCA") pursuant to Section 31(a) of the Act. If you wish to enter into a CCA, the written response must also include proposed terms for the CCA that includes dates for achieving each commitment and may include a statement that compliance has been achieved for some or all of the alleged violations. The proposed terms of the CCA should contain sufficient detail and must include steps to be taken to achieve compliance and the necessary dates by which compliance will be achieved.

The Illinois EPA will review the proposed terms for a CCA provided by you and, within 30 days of receipt, will respond with either a proposed CCA or a notice that no CCA will be issued by the

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Eggleston, IL 60123 (847)608-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2009 Mall St., Collinsville, IL 62234 (618)346-5120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
412 S.W. Washington St., Suite D, Peoria, IL 61602 (309)671-3022
2309 W. Main St., Suite 116, Marion, IL 62959 (618)993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601

Attachment A

1. Violations Related to Open Dumping

Section 21(a) of the Illinois Environmental Protection Act ("Act") prohibits any person from causing or allowing the open dumping of any waste. 415 ILCS 5/21(a). Section 21(p) of the Act prohibits any person from causing or allowing the open dumping of any waste in a manner which results in, among other things: litter; deposition of waste in standing or flowing waters; or deposition of general construction debris, as defined in Section 3.160(a) of the Act. 415 ILCS 5/21(p)(1); 415 ILCS 5/21(p)(4); 415 ILCS 5/21(p)(7). Section 21(e) of the Act prohibits the disposal or abandonment of waste at a site that does not meet the requirements of the Act. 415 ILCS 5/21(e). **The inspection revealed evidence that River City Construction, LLC, IronHustler Excavating, Inc., Devalan CUSD #703, and Venovich Construction Company (collectively, "the responsible parties") open dumped approximately 750 cubic yards of general construction and demolition debris, including electrical wire, metal radiators, wood, rebar, wire conduit, metal sheeting, metal angle iron, painted brick, plywood, metal studs, and a chair base. These materials do not meet the definition of clean construction or demolition debris and are, therefore, waste. In addition, the materials were deposited (i) in a manner that resulted in litter and (ii) in standing or flowing waters. Accordingly, violations of the above-referenced provisions of the Act are alleged.**

2. Violations Related to Water Pollution

Section 21(e) of the Act prohibits the disposal or abandonment of waste at a site that does not meet the requirements of the Act. 415 ILCS 5/21(e). Section 12(a) of the Act prohibits any person from causing, threatening, or allowing the discharge of any contaminants into the environment that causes or tends to cause water pollution in Illinois. 415 ILCS 5/12(a). Section 12(d) of the Act prohibits any person from depositing any contaminants upon the land in such place and manner that creates a water pollution hazard. 415 ILCS 5/12(d). **The inspection revealed evidence that the responsible parties caused or allowed open dumping of demolition debris that does not meet the definition of "clean construction and demolition debris" in Section 3.160(b) of the Act along the Mackinaw River, which caused, threatened, or allowed discharge of contaminants into the environment that caused or tended to cause water pollution and a water pollution hazard. Therefore, violations of the above-referenced provisions of the Act are alleged.**

3. Violations Relating to Permitting

Section 21(d)(1) of the Act prohibits the operation of a waste storage or waste disposal operation without a permit granted by the Illinois EPA. 415 ILCS 5/21(d)(1). Section 21(e) of the Act prohibits the disposal or abandonment of waste at a site that does not meet the requirements of the Act. 415 ILCS 5/21(e). Section 21(d)(2) of the Act prohibits the conduct any waste-storage or waste-disposal operation in violation of any regulations or standards adopted by the Illinois Pollution Control Board under this Act. 415 ILCS 5/21(d)(2). Board regulations prohibit developing or operating a landfill

Illinois Environmental Protection Agency Open Dump Inspection Checklist

County: Tazewell BOL #: 1798095013 Region: 3 - Peoria
 Site Name: Venovich Construction Company
 Site Address: PIN: 18-18-09-400-002 City: Hopedale
 Inspector: Jason Thorp Interviewed: Jon Stegmaier
John Tripses Kevin Beal
Andrew Brooks
 Date: 07/13/2017 Current Est. 750 yds³
 Complaint #: C-2017-080-P Waste Amt.

RECEIVED
AUG 07 2017

Responsible Party
Mailing Address(es)
and Phone Number(s):

Venovich Construction Company
% Joseph L. Venovich, Jr., RA
207 S. Sampson Street
P.O. Box 410
Tremont, Illinois 61568
Ironhustler Excavating, Inc.
% William H. Campbell, RA
401 Main Street, Suite 1600
Peoria, Illinois 61602

River City Construction, LLC
% Kenneth Eathington, RA
227 N.E. Jefferson Street
Peoria, Illinois 61602
Delevan CUSD #703
% Dr. Andrew Brooks, Superintendent
907 S. Locust Street
Delevan, Illinois 61734

Section	Description	Status
Illinois Environmental Protection Act Requirements		
9(a)	Cause, threaten, or allow air pollution in Illinois	
9(c)	Cause or allow open burning	
12(a)	Cause, threaten, or allow water pollution in Illinois	V
12(d)	Create a water pollution hazard	V
21(a)	Cause or allow open dumping	V
21(d)	Conduct any waste-storage, waste-treatment, or waste- disposal operation:	
	(1) Without a permit	V
	(2) In violation of any regulations or standards adopted by the Board	V
21(e)	Dispose, treat, store, or abandon waste, or transport waste into Illinois for such activities, except at a site meeting Act and regulatory requirements	V
21(p)	Cause or allow the open dumping of any waste in a manner which results in any of the following occurrences at the dump site:	
	(1) Litter	V
	(2) Scavenging	
	(3) Open Burning	
	(4) Deposition of waste in standing or flowing waters	V
	(5) Proliferation of disease vectors	

File heading 1798095013 Inspection Date: 07/13/2017

(6)	Standing or flowing liquid discharge from the dump site	
(7)	Deposition of general construction or demolition debris as defined at §3.160(a) or clean construction or demolition debris as defined at §3.160(b)	V
55(a)	No person shall	
(1)	Cause or allow open dumping of any used or waste tire	
(2)	Cause or allow open burning of any used or waste tire	
55(k)	No person shall	
(1)	Cause or allow water to accumulate in used or waste tires	
(4)	Transport used or waste tires in violation of the registration and placarding requirements	
Electronic Products Recycling and Reuse Act (415 ILCS 150) Requirements		
95(c)	No person may knowingly cause or allow the mixing of a CED or other listed device with waste that is intended for disposal by burning or incineration	
95(d)	No person may knowingly cause or allow the burning or incineration of a CED or other listed device	
35 Illinois Administrative Code Subtitle G Requirements		
722.111	Hazardous waste determination	
808.121	Special waste determination	
809.302(a)	Acceptance of special waste from a waste transporter without a waste hauling permit and manifest	
812.101(a)	Application submitted for permit to develop and operate landfill	V
Other Requirements		
Apparent violation of: <input type="checkbox"/> PCB order <input type="checkbox"/> Circuit Court order Case Number _____ ; Order entered on _____		NA
Other		

Notes

- Key to Status: V=Violated; C=Continuing violation from previous evaluation; V/C=Newly violated and continuing from previous evaluation; V/R=Violated and resolved during same inspection; R=Resolved violation; NA=Not applicable at the time of the inspection; NE=Not evaluated at the time of the inspection
- The provisions of §§21(o)-(p) and §55(k) of the Environmental Protection Act are enforceable either by administrative citation under §31.1 or by complaint under §31. Violations of the Electronic Products Recycling and Reuse Act are enforceable by administrative citation under §20(k) or referral to the Attorney General pursuant to §20(a).
- This inspection was conducted in accordance with §§4(c)-(d) of the Environmental Protection Act (415 ILCS 5/4(c) and (d)) and §20(a) of the Electronic Products Recycling and Reuse Act (415 ILCS 150/20(a)).

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 1 of 6

Narrative

On July 12, 2017, the Illinois EPA's Peoria Field Office received an anonymous complaint alleging that demolition debris from a Delevan CUSD #703 building demolition project was being open dumped on property owned by Venovich Construction Company along the Mackinaw River in Hopedale Township. The subject complaint was assigned Illinois EPA (Agency) complaint number C-2017-080-P.

On July 13, 2017, John Tripses (BOL/FOS Peoria) and I (Jason Thorp, BOL/FOS Peoria) conducted complaint investigation C-2018-080-P. We were also accompanied by Bruce Johnson and Rob Martin of the Tazewell County Health Department.

We arrived at the source of the complaint Thursday morning at 8:50 a.m., referred to hereafter as the disposal site. The temperature was 82°F with clear skies. The wind direction was southeast at an approximate speed of 5 mph. No one was present on-site.

The disposal site is located in Hopedale Township at the end of King Road (GPS Coordinates: N40.45995°, W89.44263°). The disposal site was walked and photographed to document observations made during the complaint investigation. The complaint investigation revealed an estimated 750 yd³ of open dumped demolition debris.

Digital photographs 1 through 36 were collected at the disposal site. Digital photographs 1 and 14 depict an overview of the demolition debris not meeting the definition of CCDD. Digital photographs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 depict a closer view of the demolition debris not meeting the definition of CCDD. The demolition debris contained electrical wire, metal radiators, wood, rebar, wire conduit, metal sheeting, metal angle iron, painted brick, plywood, metal studs, and a chair base.

Digital photographs 15, 16, 17, 18, and 19 depict a closer view of the demolition debris along the Mackinaw River not meeting the definition of CCDD. The demolition debris contained wood, metal pipe, metal wire, and metal rebar. Digital photograph 20 was collected at the disposal site and depicts a John Deere 650H dozer with IHX markings.

Digital photograph 21 depicts an overview of demolition debris not meeting the definition of CCDD. Digital photographs 22, 23, 24, and 25 depict a closer view of the demolition debris not meeting the definition of CCDD. The demolition debris contained slag, ceramic tile, and wood.

Digital photographs 26 and 32 depict an overview of demolition debris along the Mackinaw River not meeting the definition of CCDD. Digital photographs 27, 28, 29, 30, 31, 33, 34, 35, and 36 depict a closer view of the demolition debris not meeting the definition of CCDD along the Mackinaw River. The demolition debris contained slag, brick, wood, painted concrete, and metal rebar.

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 2 of 6

We arrived at the source site Thursday morning at 10:20 a.m. The source site, Delevan CUSD #703, is located at 817 S. Locust Street in Delevan, Illinois (GPS Coordinates: N40.36666°, W89.54805°). Jon Stegmaier was present on-site and interviewed. Mr. Stegmaier is employed by the general contractor, River City Construction, LLC, as the site superintendent for the construction of a new high school building. The construction project also included the demolition of the old high school building. We spoke with Mr. Stegmaier regarding the complaint allegations and the findings at the disposal site. Mr. Stegmaier was not aware that IronHustler Excavating, Inc. had been open dumping demolition debris at the disposal site. According to Section 3.9 of the New High School-Delevan CUSD #703 Contract prepared by BLDD Architects, IronHustler Excavating, Inc. as subcontractor for building demolition was to "remove demolition waste materials from the Project site and legally dispose of them in an EPA-approved landfill acceptable to the authorities having jurisdiction." The referenced section of the contract has been included with this complaint investigation report package as an attachment.

The source site was also walked and photographed. Digital photographs 37 through 46 were collected at the source site. Digital photographs 37 and 38 depict the River City Construction signage posted at the site entrance and construction trailer. Digital photographs 39, 40, 41, 43, 45, and 46 depict demolition debris remaining on-site. Digital photographs 42 and 44 depict a CAT 329D tracked excavator and CAT 330DL tracked excavator with IHX markings, respectively.

The digital photographs and GPS coordinates for the disposal and source sites have been plotted on the attached Illinois EPA Disposal Site Map and Illinois EPA Source Site Map.

We later met with Dr. Andrew Brooks. Dr. Brooks was also informed of the complaint allegations and findings at the disposal site. Mr. Stegmaier and Dr. Brooks were both advised that demolition debris not meeting the definition or used in accordance with Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste and Violation Notices would be sent to the responsible parties requiring the removal of all demolition debris not meeting the definition of CCDD. The responsible parties are Delevan CUSD #703 as property owner of the source site, River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, and Venovich Construction Company as owner of the disposal site.

The complaint investigation concluded at 11:15 a.m.

An open dump checklist was completed as a result of the complaint investigation findings. The following solid waste violations were checked on the attached open dump checklist: Sections 12(a), 12(d), 21(a), 21(d)(1), 21(d)(2), 21(e), 21(p)(1), 21(p)(4), and 21(p)(7) of the Illinois Environmental Protection Act and Section 812.101(a) of the Illinois Administrative Code.

1. Pursuant to Section 12(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/12(a)), no person shall cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in

1798095013 -- Tazewell County
Venovich Construction Company
FOS

Inspection Date: July 13, 2017

Prepared By: Jason Thorp

Page 3 of 6

Illinois, either alone or in combination with the matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act.

A violation of Section 12(a) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or threatened or allowed the discharge of contaminants into the environment in any state so as to cause or tend to cause water pollution in Illinois.**

2. Pursuant to Section 12(d) of the {Illinois} Environmental Protection Act (415 ILCS 5/12(d)), no person shall deposit any contaminants upon the land in such place and manner so as to create a water pollution hazard.

A violation of Section 12(d) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties deposited contaminants upon the land in such place and manner so as to create a water pollution hazard.**

3. Pursuant to Section 21(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(a)), no person shall cause or allow the open dumping of any waste.

A violation of Section 21(a) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of a waste.**

1798095013 -- Tazewell County
Venovich Construction Company
FOS

Inspection Date: July 13, 2017

Prepared By: Jason Thorp

Page 4 of 6

4. Pursuant to Section 21(d)(1) of the {Illinois} Environmental Protection Act (415 ILCS /21(d)(1)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation without a permit granted by the Agency or in violation of any conditions imposed by such permit.

A violation of Section 21(d)(1) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties conducted a waste-disposal operation without a permit granted by the Illinois EPA.**

5. Pursuant to Section 21(d)(2) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(d)(2)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation in violation of any regulations or standards adopted by the Board under this Act.

A violation of Section 21(d)(2) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties conducted a waste-disposal operation in violation of regulations adopted by the Illinois Pollution Control Board.**

6. Pursuant to Section 21(e) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(e)), no person shall dispose, treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

A violation of Section 21(e) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction**

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 5 of 6

or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties disposed of waste at this site which does not meet the requirements of the Act and regulations thereunder.

7. Pursuant to Section 21(p)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(1)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in litter.

The prohibitions specified in this subsection (p) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act. The specific prohibitions in this subsection do not limit the power of the Board to establish regulations or standards applicable to open dumping.

A violation of Section 21(p)(1) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of a waste in a manner which resulted in litter.**

8. Pursuant to Section 21(p)(4) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(4)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in the deposition of waste in standing or flowing waters.

A violation of Section 21(p)(4) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of waste in a manner which resulted in the deposition of waste in standing or flowing waters.**

1798095013 -- Tazewell County
Venovich Construction Company
FOS
Inspection Date: July 13, 2017
Prepared By: Jason Thorp
Page 6 of 6

9. Pursuant to Section 21(p)(7) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(7)) no person shall cause or allow the open dumping of waste in a manner that results in deposition of (i) general construction or demolition debris as defined in Section 3.160(a) of this Act; or (ii) CCDD as defined in Section 3.160(b) of this Act.

A violation of Section 21(p)(7) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties caused or allowed the open dumping of waste in a manner which resulted in deposition of general or CCDD.**

10. Pursuant to 35 Ill. Adm. Code 812.101(a), all persons, except those specifically exempted by Section 21(d) of the {Illinois} Environmental Protection Act, shall submit to the Agency an application for a permit to develop and operate a landfill.

A violation of 35 Ill. Adm. Code 812.101(a) is alleged for the following reason: **River City Construction, LLC as general contractor, IronHustler Excavating, Inc. as subcontractor, Delevan CUSD #703 as owner of the source site, and Venovich Construction Company as owner of the open dump site caused or allowed the open dumping of demolition debris that does not meet the definition of clean construction or demolition debris (CCDD) in Section 3.160(b) of the Illinois Environmental Protection Act. Demolition debris that does not meet the definition in Section 3.160(b) of the Illinois Environmental Protection Act is considered a waste, thus, the responsible parties operated a waste disposal facility without submitting to the Illinois EPA an application for a permit to develop and operate a landfill.**

SYSTEM GENERATED
Ticket# 306865
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 10:14 AM
Out Time: 10:14 AM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

METTAM 135

Comment: DEMO 9701 KINGS ROAD HOPEDALE

dump site

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 57020 LB M	32300 LB	24720 LB	12.36 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306870
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 10:32 AM
Out Time: 10:32 AM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: METTAM77

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 69440 LB	M 33600 LB	35840 LB	17.92 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

SYSTEM GENERATED
Ticket# 306885
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 11:16 AM
Out Time: 11:16 AM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: METTAM135

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 71940 LB M	32300 LB	39640 LB	19.82 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306887
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 11:24 AM
Out Time: 11:24 AM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

METTAM77

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 75640 LB	M 33600 LB	42040 LB	21.02 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306893 PO BOX 9071 In Time: 11:53 AM
Manifest PEORIA IL 61612 Out Time: 11:53 AM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON EUREKA 4
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 68080 LB	M 32900 LB	35180 LB	17.59 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306895
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 11:48 AM
Out Time: 12:04 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

JDD103T#17

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 76120 LB	M 33700 LB	42420 LB	21.21 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306901
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 12:28 PM
Out Time: 12:28 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

METTAM 135

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 66800 LB	M 32300 LB	34500 LB	17.25 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306911
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 12:43 PM
Out Time: 12:43 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

METTAM 77

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 74780 LB	M 33600 LB	41180 LB	20.59 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306914
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 12:49 PM
Out Time: 12:49 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: JDD103TR17

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 74480 LB M	33700 LB	40780 LB	20.39 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306915 PO BOX 9071 In Time: 12:54 PM
Manifest PEORIA IL 61612 Out Time: 12:54 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON EUREKA 4
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 69100 LB	M 32900 LB	36200 LB	18.10 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306917 PO BOX 9071 In Time: 1:02 PM
Manifest PEORIA IL 61612 Out Time: 1:02 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON WOODYS 143
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 69400 LB	M 31900 LB	37500 LB	18.75	TN

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306919 PO BOX 9071 In Time: 1:09 PM
Manifest PEORIA IL 61612 Out Time: 1:09 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON METTAM 135
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 73320 LB M	32300 LB	41020 LB	20.51 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306925 PO BOX 9071 In Time: 1:24 PM
Manifest PEORIA IL 61612 Out Time: 1:24 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON METTAM 77
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 72420 LB M	33600 LB	38820 LB	19.41 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306927 PO BOX 9071 In Time: 1:29 PM
Manifest PEORIA IL 61612 Out Time: 1:29 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON JDD103TR17
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 74160 LB	M 33700 LB	40460 LB	20.23 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306930 PO BOX 9071 In Time: 1:35 PM
Manifest PEORIA IL 61612 Out Time: 1:35 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON EUREKA 4
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 68660 LB	M 32900 LB	35760 LB	17.88	TN

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306932
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 1:39 PM
Out Time: 1:39 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: WOODYS 143

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 68280 LB M	31900 LB	36380 LB	18.19 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306935 PO BOX 9071 In Time: 1:50 PM
Manifest PEORIA IL 61612 Out Time: 1:50 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON METTAM 135
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: DEMO 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 73040 LB M	32300 LB	40740 LB	20.37 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306938
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 2:03 PM
Out Time: 2:03 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

METTAM77

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 74840 LB	M 33600 LB	41240 LB	20.62 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306940
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 2:13 PM
Out Time: 2:13 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: JDD103T#17

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 76080 LB M	33700 LB	42380 LB	21.19 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306943 PO BOX 9071 In Time: 2:19 PM
Manifest PEORIA IL 61612 Out Time: 2:19 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON EUREKA4
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 66980 LB	M 32900 LB	34080 LB	17.04 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306947
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 2:27 PM
Out Time: 2:27 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: WOODYS143

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	M 71480 LB	M 31900 LB	39580 LB	19.79 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306954 PO BOX 9071 In Time: 2:34 PM
Manifest PEORIA IL 61612 Out Time: 2:36 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON METTAM135
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: 9701 KINGS ROAD HOPEDALE

*Delavan
dump site*

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 75560 LB	M 32300 LB	43260 LB	21.63 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306957
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 2:47 PM
Out Time: 2:47 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

METTAM77

Comment: 9701 KINGS ROAD HOPEDALE *Delavan
dumpsite*

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 76200 LB	M 33600 LB	42600 LB	21.30 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED TAZEWELL COUNTY LANDFILL Date: 7/17/17
Ticket# 306964 PO BOX 9071 In Time: 2:58 PM
Manifest PEORIA IL 61612 Out Time: 2:58 PM
Operator ICLFSH

Cust# 19-0500452 Vehicle ID: IRON JDD103T#17
IRON HUSTLER EXCAVATING Container ID:
PO BOX 120026
PEORIA IL 61615

Comment: 9701 KINGS ROAD HOPEDALE *dump site*

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 75480 LB	M 33700 LB	41780 LB	20.89	TN

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

SYSTEM GENERATED
Ticket# 306966
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 3:02 PM
Out Time: 3:02 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: EUREKA4

Comment: 9701 KINGS ROAD HOPEDALE *Delavan
dumpsite*

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 66340 LB M	32900 LB	33440 LB	16.72 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306970
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 3:13 PM
Out Time: 3:13 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID:

WOODYS143

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 72900 LB	M 31900 LB	41000 LB	20.50 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306975
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 3:25 PM
Out Time: 3:25 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: METTAM77

Comment: 9701 KINGS ROAD HOPEDALE

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 80100 LB	M 33600 LB	46500 LB	23.25 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306978
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 3:55 PM
Out Time: 3:55 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON WOODYS143
Container ID:

Comment: 9701 KINGS ROAD HOPEDALE

*Delavan
dump site*

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 70100 LB	M 31900 LB	38200 LB	19.10 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

Electronic Filing: Received, Clerk's Office 05/14/2021

SYSTEM GENERATED
Ticket# 306979
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 7/17/17
In Time: 4:05 PM
Out Time: 4:09 PM

Cust# 19-0500452
IRON HUSTLER EXCAVATING
PO BOX 120026
PEORIA IL 61615

Vehicle ID: IRON
Container ID: JDD103T#17

Comment: 9701 KINGS ROAD HOPEDALE *Delavan dump site*

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 81100 LB	M 33700 LB	47400 LB	23.70 TN	

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale



ROBERT E. KENNEL TRUCKING, INC.
 P.O. BOX 830
 METAMORA, IL. 61548

Phone: (309)367-2104
 Fax: (309)367-4464

RECEIVED AUG 01 2017

Invoice Number
 36095
 Invoice Date
 7/28/2017

Hourly Invoice

Over Time Hours Indicated in (RED)

Bill To:
 IRONHUSTLERS
 P.O. BOX 120026

PEORIA IL 61612

Job *KINGS RD - dump site*
 Description:

Due Date
 Due Upon Receipt

Ticket# / Date	Driver/Truck Hours	Travel Hrs	Hours/Rate	Amount
✓40587 7/17/2017	DREW METTAM Start 9:00 AM End 3:00 PM Break 0:30	135	5.5 \$90.00	\$495.00
✓44666 7/17/2017	JDD ENTERPRISES LLC Start 10:45 AM End 4:30 PM Break 0:00	103	5.75 \$90.00	\$517.50
✓46773 7/17/2017	METTAM BROS/DOUG Start 9:00 AM End 4:00 PM Break 0:30	77	6.5 \$90.00	\$585.00
✓46919 7/17/2017	WOODY'S TRUCKING Start 12:30 PM End 4:30 PM Break 0:00	143	4 \$90.00	\$360.00
49376 7/17/2017	CARR, EARL Start 10:45 AM End 3:30 PM Break 0:00	4	4.75 \$90.00 4.25	\$427.50 \$382.50

Invoice Total:

~~\$2,385.00~~
 \$2340.00

Delavan HS - HOPE, ILE 8-1-17
415810
Signature for Payment
 Delavan - dump site

DATE	TUESDAY TOTAL	DATE	WEDNESDAY TOTAL	DATE	FRIDAY TOTAL
 7-18 Shop worked on black service truck & water truck 	8	 7-19 Worked on new SH service truck Shop Kickapoo took for cab 6/15/21 	8	 7-14 worked on new truck RM 80 50 & water truck 	8
7-19 MONDAY TOTAL	9	7-19 WEDNESDAY TOTAL	8	7-14 FRIDAY TOTAL	8
7-18 TUESDAY TOTAL	8	7-13 THURSDAY TOTAL	8	DATE SATURDAY TOTAL	

PRODUCT 235

SYSTEM GENERATED
Ticket# 312966
Manifest
Operator ICLFSH

TAZEWELL COUNTY LANDFILL
PO BOX 9071
PEORIA IL 61612

Date: 9/13/17
In Time: 1:20 PM
Out Time: 1:32 PM

Cust# 19-0500783
N.E. FINCH - DEMO
PO BOX 5187
PEORIA IL 61601

Vehicle ID: NEF LINDENF 18
Container ID:

Comment: JOE VENOVICH - HOPEDALE DEMO

Material	Gross Wgt	Tare Wgt	Net Wgt	Qty	Amount
DEMO TONS	A 45560 LB	M 22600 LB	22960 LB	11.48 TN	

slag

Weight Codes: M=Manual, T=Stored Tare, A/B = Scale

X Waste, Inc.
 PO BOX 41
 PEKIN IL 61555
 (309) 353-4388

Invoice

Date	Invoice #
9/6/2017	358919



Bill To
VENOVICH CONSTRUCTION PO BOX 410 TREMONT, IL 61568

Reminder: With the Holidays right around the corner, please be sure to check out our Holiday Schedule online. In regards to "Clean Out" please be sure to check with the office before setting out anything other than standard household trash. Thank You!

			Terms
			DUE ON RECEIPT
Quantity	Description	Rate	Amount
1	08/30/17 7473 Sparrow Road, Hopedale		
10.53	30 Yard Transportation	135.00	135.00
	Indian Creek Tonnage Charges	60.22	634.12
	Surcharge	45.00	45.00
We appreciate your business!			
			Total 814.12
E-Mail		Toll Free #	Customer Total Balance 814.12
Service@xwastedisposal.com		1-866-549-0746	

Please Notice: Payments can be made at XWasteDisposal.com. A Convenience fee of \$1.50 will be charged to pay online. ALL PHONE PROCESSED PAYMENTS WILL BE CHARGED A \$5.00 FEE. There is NO charge to mail your payment or for Automatic Payments.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

217/785-8604
TDD: 217/782-9143
FAX: 217/524-1991

September 28, 2017

CERTIFIED MAIL NUMBER 7014-2120-0002-3282-9676
RETURN RECEIPT REQUESTED

RECEIVED
OCT 02 2017
RIVER CITY CONSTRUCTION LLC

River City Construction, LLC
Attn: Mark Ward
101 Hoffer Lane
East Peoria, IL 61611

Refer to: **Notice of Non-Issuance of Compliance Commitment Agreement
Violation Notice, M-2017-01014**
1798095013 -- Tazewell County
Venovich Construction Co.
Compliance File

Dear Mr. Ward:

The Illinois Environmental Protection Agency ("Illinois EPA") has reviewed the proposed Compliance Commitment Agreement ("CCA") terms submitted by you on behalf of River City Construction, LLC in a letter dated September 20, 2017, in response to the Violation Notice dated August 17, 2017, and has decided not to issue a proposed CCA for these violations. Due to the nature and seriousness of the violations, the Illinois EPA has determined that these violations may not be able to be resolved without the involvement of the Office of the Attorney General or the State's Attorney. Because the violations remain the subject of disagreement between the Illinois EPA and River City Construction, LLC, this matter will be considered for referral to the above-referenced prosecutorial authorities for formal enforcement action and the imposition of penalties.

Written communications should be directed to:

James Jennings, Mail Code 24
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Please include the Violation Notice, **M-2017-01014** and the Site Identification Number **1798095013** on all written communications. Questions regarding this matter should be directed to **JASON THORP** at **309/671-3072**.

Sincerely,

James Jennings, Manager
Waste Reduction and Compliance Section
Bureau of Land
Illinois EPA

4302 N. Main St., Rockford, IL 61103 (815)987-7760
595 S. State, Elgin, IL 60123 (847)608-3131
2125 S. First St., Champaign, IL 61820 (217)278-5800
2009 Mall St., Collinsville, IL 62234 (618)346-5120

9511 Harrison St., Des Plaines, IL 60016 (847)294-4000
412 SW Washington St., Suite D, Peoria, IL 61602 (309)671-3022
2309 W. Main St., Suite 116, Marion, IL 62959 (618)993-7200
100 W. Randolph, Suite 10-300, Chicago, IL 60601



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217) 782-3397

BRUCE RAUNER, GOVERNOR

ALEC MESSINA, DIRECTOR

217/785-8604
TDD: 217/782-9143

December 27, 2017

Delevan CUSD No. 703
% Dr. Andrew Brooks, Superintendent
907 S. Locust Street
Delevan, IL 61734

River City Construction, LLC ✓
% Kenneth Eathington, Registered Agent
227 N.E. Jefferson Street
Peoria, IL 61602

IronHustler Excavating, Inc.
% William H. Campbell, Registered Agent
401 Main Street, Suite 1600
Peoria, IL 61602

Venovich Construction Company
% Joseph L. Venovich, Jr., Registered Agent
207 S. Sampson Street
P.O. Box 410
Tremont, IL 61568

Re: **Violation Notices: M-2017-01013, M-2017-01014, M-2017-01015, and M-2017-01016**
1798095013 - Tazewell County
Venovich Construction Co
Compliance File

Dear Sirs:

On November 16, 2017, a follow-up inspection of your facility was conducted by Jason Thorp of the Illinois Environmental Protection Agency (Agency). The purpose of this follow-up inspection was to determine your compliance status with respect to the apparent violations cited in Violation Notices M-2017-01013, M-2017-01014, M-2017-01015, and M-2017-01016 dated August 17, 2017. During the inspection, it was determined that your facility has returned to compliance with the apparent violation(s) of Sections 12(a), 12(d), 21(a), 21(d)(1), 21(d)(2), 21(e), 21(p)(1), 21(p)(4), and 21(p)(7) of the Illinois Environmental Protection Act and Section 812.101(a) of the Illinois Administrative Code.

Please note, although you have returned to compliance for these apparent violations, the Agency reserves the right to pursue further enforcement.

For your information, a copy of the inspection report is enclosed. Please contact Jason Thorp at (309) 671-3027 if you have any questions regarding this inspection.

Sincerely,

John P. Richardson, Manager
Field Operations Section
Bureau of Land

Exhibit F

Enclosure

cc: Bureau of Land File
Peoria Regional File
Michelle Ryan, DLC #21

Electronic Filing: Received, Clerk's Office 05/14/2021
Bureau of Land – Field Operations Section

Inspection Report

General Facility Information			
BOL ID:	1798095013	Region:	Peoria
USEPA ID:	Not Applicable	County:	Tazewell
Site Name:	Venovich Construction Co	Phone:	None
Address:	Parcel 18-18-09-400-002	Latitude:	40.45995 ⁰
City/State/Zip:	Hopedale Township, IL 66666	Longitude:	-89.44263 ⁰
Permit No(s):	None		
Regulated As:			
Operational Status:			

Owner	Operators	
Venovich Construction Company % Joseph L. Venovich, Jr., RA 207 S. Sampson Street P.O. Box 410 Tremont, Illinois 61568	Delevan CUSD No. 703 % Dr. Andrew Brooks, Supt. 907 S. Locust Street Delevan, Illinois 61734	River City Construction, LLC % Kenneth Eathington, RA 227 N.E. Jefferson Street Peoria, Illinois 61602
	IronHustler Excavating, Inc. % William H. Campbell, RA 401 Main Street, Suite 1600 Peoria, Illinois 61602	Venovich Construction Company % Joseph L. Venovich, Jr., RA 207 S. Sampson Street P.O. Box 410 Tremont, Illinois 61568

Inspection Details	
Inspection Type	Open Dump Inspection
Inspection Date	11/16/2017
Inspector(s)	Thorp, Jason
Person(s) Interviewed	No one present on-site.
Previous Inspection Date	07/13/2017

Observations	
Time	08:40 - 09:05
Weather Conditions (Description)	Scattered Clouds, Wind NW at 5 MPH
Temperature (°F)	31
Photos Taken (Yes/No)	Yes

Executive Summary

On November 16, 2017, I (Jason Thorp, BOL/FOS - Peoria) conducted a follow-up inspection at the source of complaint investigation C-2017-080-P, referred to hereafter as the disposal site. The disposal site is located along the Mackinaw River in rural Hopedale Township at the end of King Road (GPS Coordinates: 40.45995^o, -89.44263^o). The purpose of the follow-up inspection was to determine if the disposal site had returned to compliance for violations observed during the initial complaint investigation conducted on July 13, 2017 and cited in Violation Notices M-2017-01013, M-2017-01014, M-2017-01015, and M-2017-01016 dated August 17, 2017. The violations were resultant to open dumping an estimated 750 yd³ of demolition debris at the disposal site not meeting or used in accordance with the definition of clean construction or demolition debris. The demolition debris contained electrical wire, metal radiators, wood, rebar, wire conduit, metal sheeting, metal angle iron, painted brick, plywood, metal studs, and a chair base. The disposal site is owned by Venovich Construction Company. The demolition debris was generated from the demolition of a school building owned by Delevan CUSD #703 as part of a construction project for a new high school building addition. River City Construction, LLC was hired as general contractor for the construction project. River City Construction, LLC subcontracted the building demolition work to IronHustler Excavating, Inc. Based on the findings of this follow-up inspection the disposal site has returned to compliance.

Inspection Narrative

The follow-up inspection commenced at 08:40 hours. The temperature was 31^oF with scattered clouds. The wind direction was northwest at a speed of approximately 5 mph. No one was present on-site.

I walked to the areas where violations had been previously observed. I collected digital photographs to document observations made during the follow-up inspection. Digital photographs 1 through 11 depict an overview of the areas where violations were previously observed for open dumping of demolition debris not meeting the definition of clean construction or demolition debris (CCDD). It appears that the open dumped demolition debris has been removed. Copies of disposal receipts were submitted documenting the proper disposal of 567.32 tons of demolition debris at Indian Creek Landfill on July 17, 2017. The disposal receipts were forwarded to BOL Files as a non-financial record review.

The digital photographs and GPS coordinates for the site entrance have been plotted on the attached Illinois EPA Site Map.

The follow-up inspection concluded at 09:05 hours. No violations were observed during the follow-up inspection.

Summary of Apparent Violation(s)			
Status	Date	Violation	Narrative
Resolved	11/16/2017	12(a)	Cause, threaten, or allow water pollution in Illinois
Resolved	11/16/2017	12(d)	Create a water pollution hazard
Resolved	11/16/2017	21(a)	Cause or allow open dumping
Resolved	11/16/2017	21(d)(1)	Conduct any waste-storage, waste-treatment, or waste- disposal operation without a permit
Resolved	11/16/2017	21(d)(2)	Conduct any waste-storage, waste-treatment, or waste- disposal operation In violation of any regulations or standards adopted by the Board

Summary of Apparent Violation(s)			
Status	Date	Violation	Narrative
Resolved	11/16/2017	21(e)	Dispose, treat, store, or abandon waste, or transport waste into Illinois for such activities, except at a site meeting Act and regulatory requirements
Resolved	11/16/2017	21(p)(1)	Cause or allow the open dumping of any waste in a manner which results in any of the following occurrences at the dump site: Litter
Resolved	11/16/2017	21(p)(4)	Cause or allow the open dumping of any waste in a manner which results in any of the following occurrences at the dump site: Deposition of waste in standing or flowing waters
Resolved	11/16/2017	21(p)(7)	Cause or allow the open dumping of any waste in a manner which results in any of the following occurrences at the dump site: Deposition of general construction or demolition debris as defined at §3.160(a) or clean construction or demolition debris as defined at §3.160(b)
Resolved	11/16/2017	812.101(a)	Application submitted for permit to develop and operate landfill

Attachment Listing		
ID	Type	Description
	None	



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 1
Photo Date: 11/16/2017
Photo Time: 08:42:47
Direction: NE

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of clean construction or demolition debris (CCDD). It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 2
Photo Date: 11/16/2017
Photo Time: 08:43:16
Direction: N

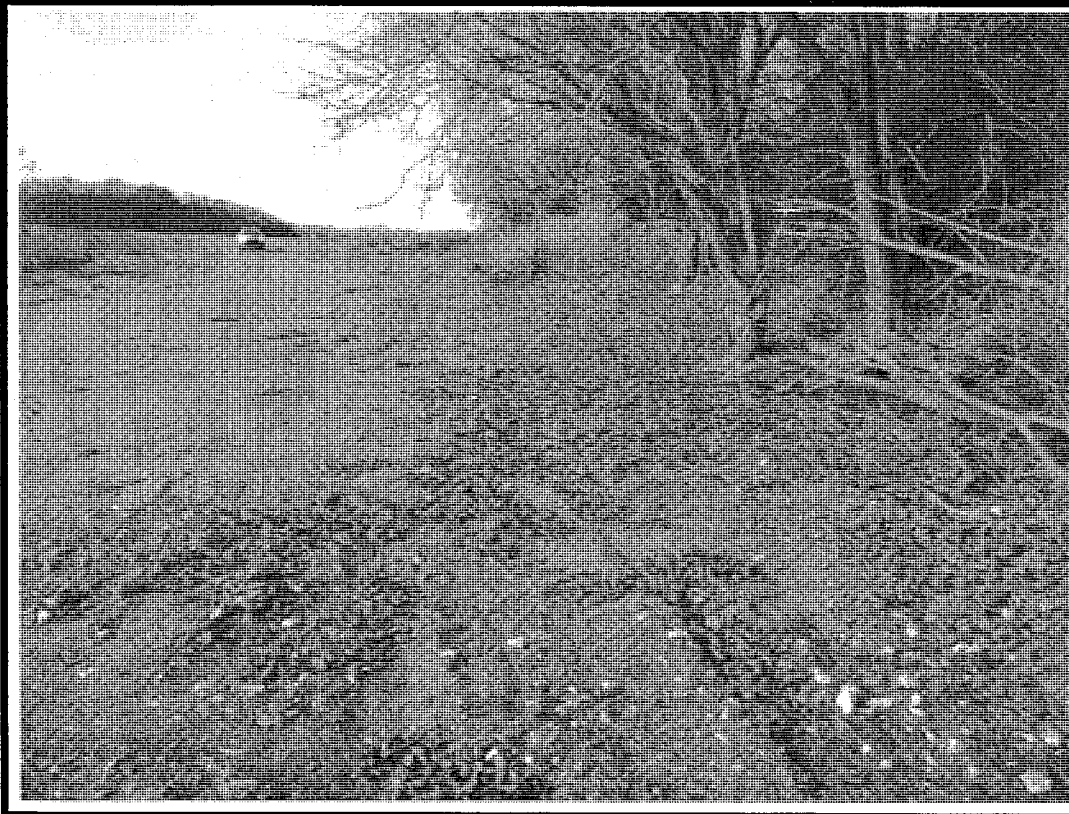
The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 3
Photo Date: 11/16/2017
Photo Time: 08:43:35
Direction: N

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 4
Photo Date: 11/16/2017
Photo Time: 08:45:15
Direction: SW

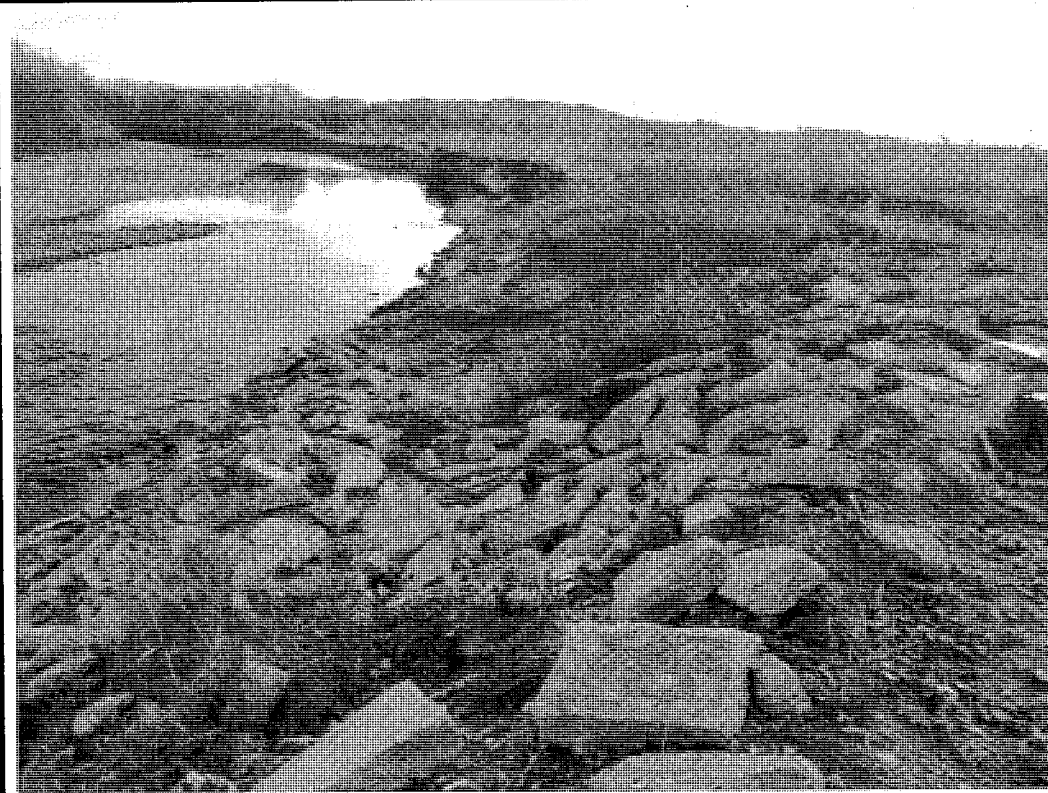
The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 5
Photo Date: 11/16/2017
Photo Time: 08:47:10
Direction: NE

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 6
Photo Date: 11/16/2017
Photo Time: 08:48:00
Direction: E

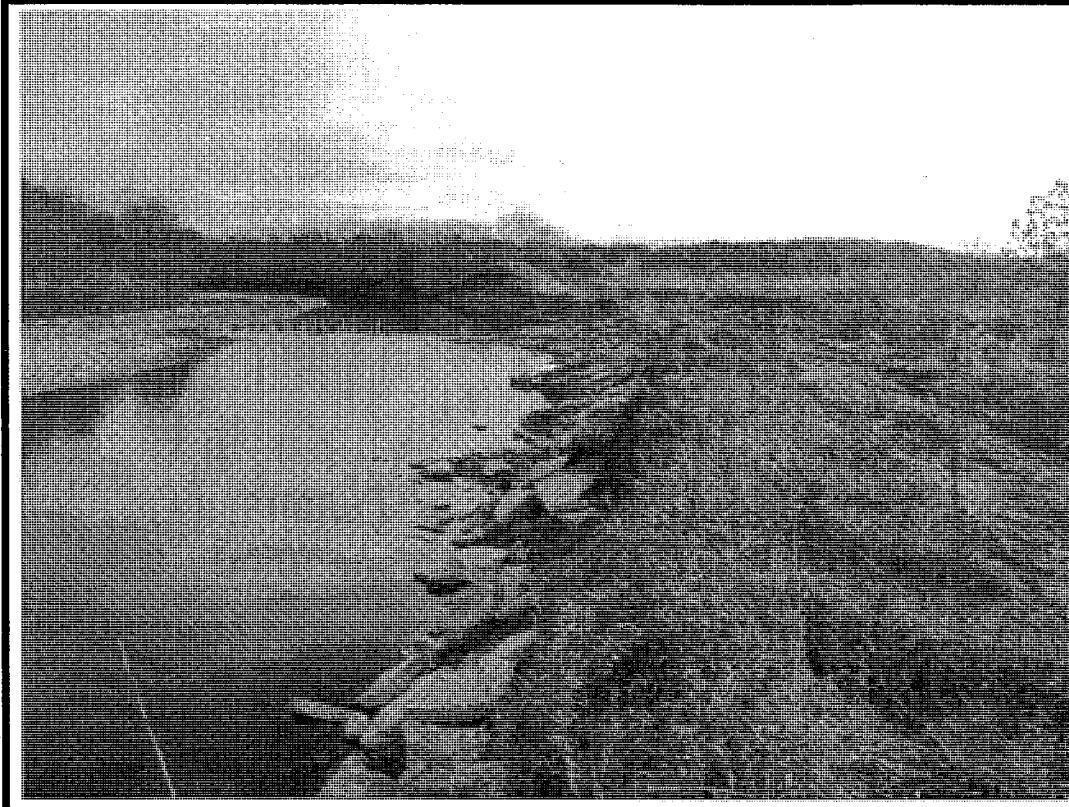
The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 7
Photo Date: 11/16/2017
Photo Time: 08:50:16
Direction: W

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 8
Photo Date: 11/16/2017
Photo Time: 08:50:28
Direction: E

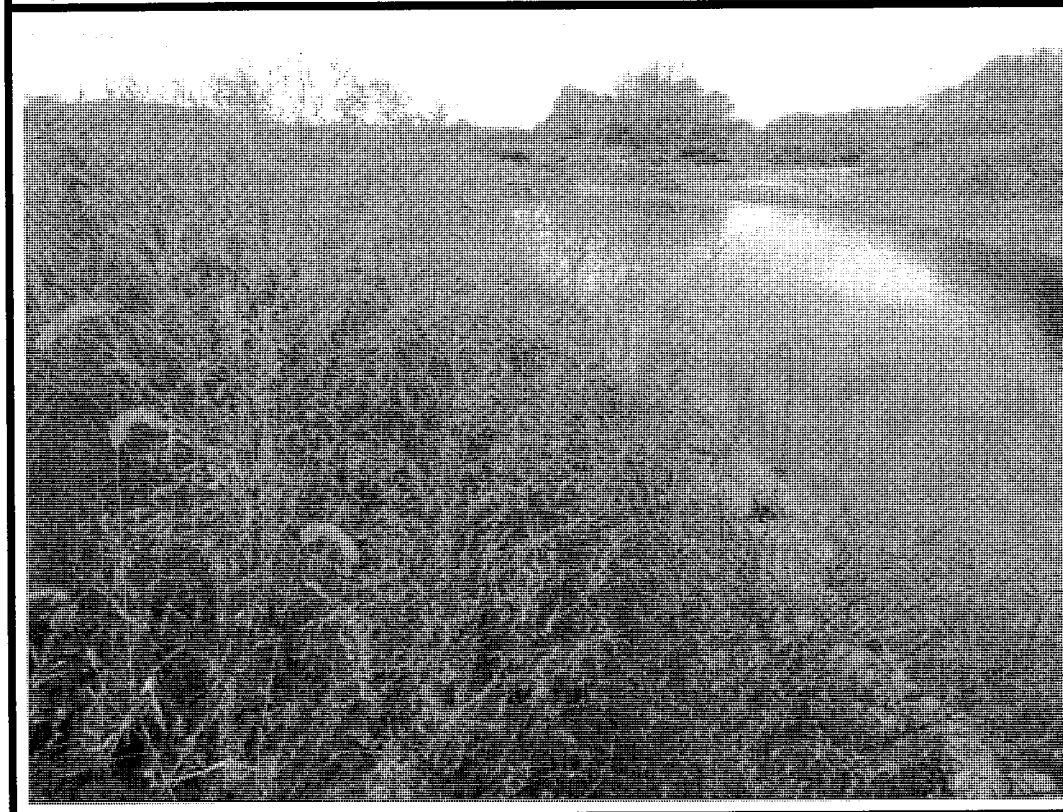
The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 9
Photo Date: 11/16/2017
Photo Time: 08:52:14
Direction: NE

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)
Tazewell County

Photo ID: 10
Photo Date: 11/16/2017
Photo Time: 08:58:54
Direction: W

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.



Site: Venovich Construction Co
(1798095013)

Tazewell County

Photo ID: 11

Photo Date: 11/16/2017

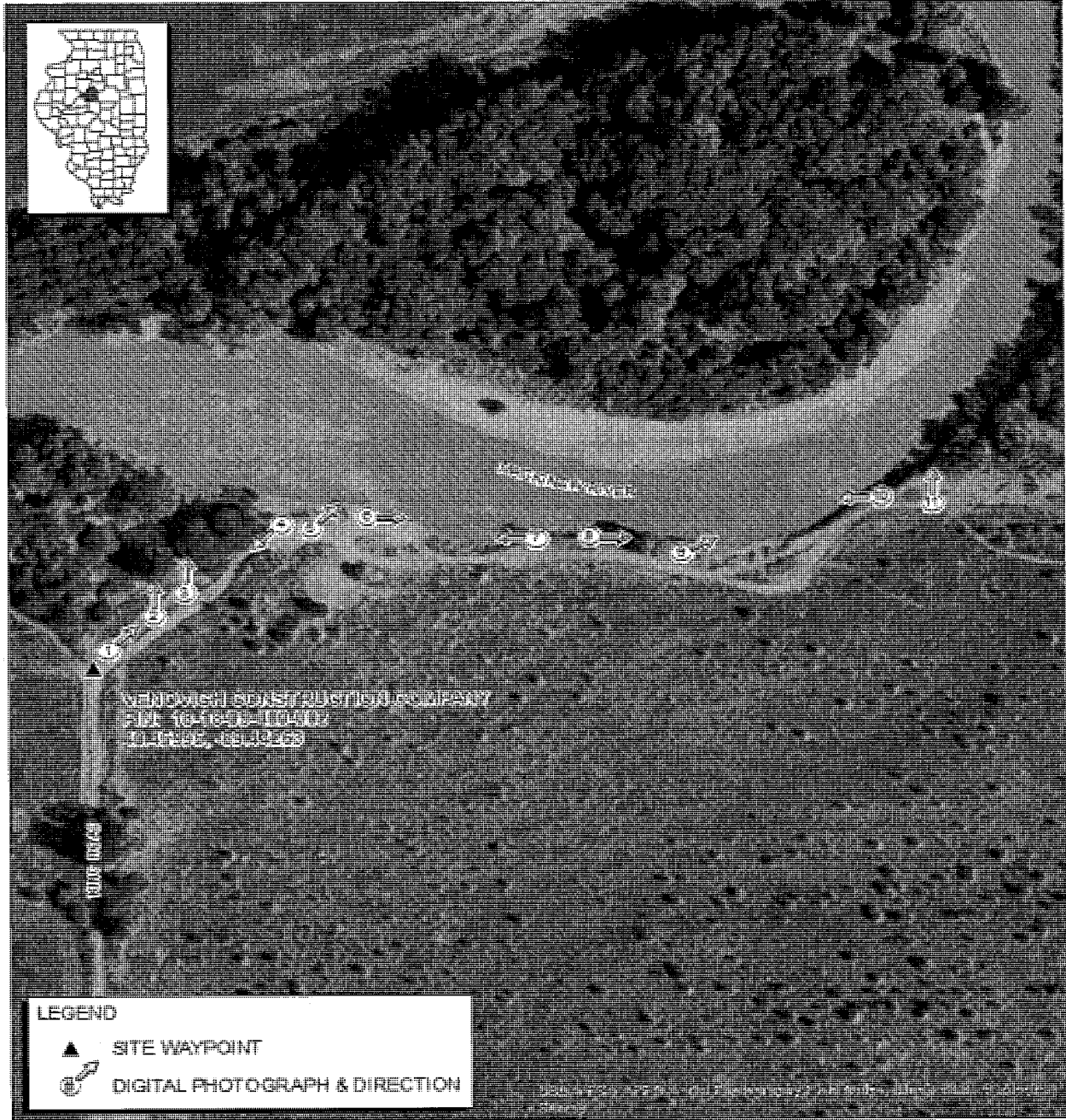
Photo Time: 08:59:13

Direction: N

The digital photograph depicts an overview of the area where violations were previously observed for open dumping of demolition debris not meeting the definition of CCDD. It appears that the open dumped demolition debris has been removed.

Electronic Filing: Received, Clerk's Office 05/14/2021
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

ATTACHMENT 1 - AERIAL



ILLINOIS EPA - DISPOSAL SITE MAP
1798095013 -- TAZEWELL COUNTY
VENOVICH CONSTRUCTION COMPANY
FOS

INSPECTION DATE: 11/16/2017
INSPECTOR/DRAWN BY: JT/JT
SCALE:
0 20 40 60 80
METERS

