



*Finance Department
Central Services Division*

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Section 1
RFP Instructions
and
Contract
Conditions

**CITY OF ROCKFORD, ILLINOIS—RFP AND CONTRACT GENERAL CONDITIONS
(LOCAL FUNDS)**

The following shall be made part of the terms and conditions of the contract (“Contract”) entered into between the City of Rockford (City) and Vendor (also referred to herein as “proposer,” “awarded vendor,” and “contractor”) if awarded the contract. Vendor’s submission of a proposal constitutes acceptance of these Conditions:

1. Pricing. The proposer shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts on a lump sum basis. However, the City may choose to award a contract to more than one proposer. Therefore, each proposer must submit pricing for each item indicated on the bid forms.

3. Delivery of Merchandise. Delivery terms will always be Freight-On-Board (FOB) Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar Vendor from bidding for a period of up to three (3) years.

7. Legal Compliance. Vendor will at all times observe and comply, and will cause its subcontractors to observe and comply, with all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this contract. Provisions required by law, ordinance, rules, regulations, or executive order to be inserted in this contract will be deemed inserted, whether or not they appear in it. In no event will failure to insert such required provisions prevent the enforcement of applicable law. Lack of knowledge of applicable law on the part of Vendor will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of Vendor or subcontractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

Vendor must pay all required taxes and obtain all licenses, certificates, or other authorization required in connection with the performance of its obligation hereunder, and Vendor must require all subcontractors to also do so. Failure to do so may result in rejection of Vendor's bid, cancellation of an award to Vendor, or termination of this contract with Vendor.

By entering into a contract with the City, Vendor certifies that to the best of its knowledge, its principals and any subcontractor used in the performance of this contract meet City requirements and have not violated any City ordinance, code, state, federal, or local rules or regulations, and have not been subject to any debarment, suspension, or other disciplinary action by any government agency. Additionally, if at any time Vendor becomes aware of such information, it must immediately disclose it to the City.

8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the proposer and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

9. Safety. Prevention of accidents at any project is the sole responsibility of Vendor and its subcontractors, agents, and employees. Vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. Vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last ten (10) years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within fourteen (14) calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to Vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection

with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than five (5) percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance and Payment Bond. When required by the specifications herein, the awarded vendor shall furnish a performance and payment bond equal to the amount of the contract, acceptable to the City, within fourteen (14) calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Proposal. Firms may withdraw or cancel their proposal at any time prior to the advertised Request for Proposal opening date and time. After the opening time, no proposal shall be withdrawn or cancelled. All proposals shall be firm and valid for a period of sixty (60) calendar days. If a proposer to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the proposer for a period of time up to three (3) years.

16. Subcontracting. Vendor shall provide information for all subcontractors and leased operators of equipment in the required Subcontractor Utilization Form. Information contained in this form must be complete and accurate, to the best of Vendor's estimating ability at the time of proposal, and will be relied upon by the City in projecting Minority and Women Business Enterprise subcontractor utilization for awarded City contracts. Any changes in subcontractor utilization from that which is provided on the Subcontractor Utilization Form must be made immediately in writing by submitting a new form to the City's Equal Opportunity Compliance Officer and the City Project Manager or designee. When subcontractors are used, Vendor must pay subcontractors for satisfactory performance no later than thirty (30) days after receipt of each payment from the City.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to Vendor for convenience, if the Rockford City Council does not appropriate sufficient funds to complete the contract, or in the event of default by Vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The City's written notice of termination shall specify the effective date of termination. Vendor shall discontinue providing goods or services after such effective date, and the City shall not be liable for goods or services provided by Vendor thereafter. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list and place the firm on the City's debarred list for a period of up to three (3) years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to Vendor at their request and expense.

19. Equal Employment Opportunity. Vendor shall comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights (IDHR) Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335).

Pursuant to IDHR's Rules and Regulations and the City's EOE Ordinance, the awarded vendor shall comply with the following terms and conditions during the performance of this contract:

- a) Vendor will not discriminate against any employee, including apprentices, or applicant for employment, including training programs, because of race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service; and, further, that Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- b) If Vendor hires additional employees in order to perform this contract or any portion of this contract, Vendor will determine the availability (in accordance with Section 750) of minorities and women in the areas from which Vendor may reasonably recruit and will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- c) In all solicitations and advertisements for employees placed by Vendor on its behalf, Vendor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
- d) Vendor will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Section 750 of the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with the Act and Part 750, Vendor will promptly notify the Illinois Department of Human Rights and the City of Rockford and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- e) Vendor will submit reports as required by Part 750, furnish all relevant information that may be requested by the Illinois Department of Human Rights or the City of Rockford, and in all respects comply with the Act, the Department's Rules and Regulations, and the City of Rockford's Equal Opportunity Employment Ordinance. *Vendor's failure to complete the City's required Equal Employment Opportunity Certifications or Vendor and Subcontractor Workforce Data Forms will result in disqualification of Vendor's bid or proposal.*
- f) Vendor will permit access to all relevant books, records, accounts, and work sites by personnel of the City of Rockford and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Act, IDHR's Rules and Regulations, and City of Rockford EOE Ordinance.
- g) Vendor will include verbatim or by reference the Equal Employment Opportunity Clause (44 Ill. Admin. Code, Chapter X, Appendix A) in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, Vendor will be liable for compliance with applicable provisions of this clause by subcontractors. Further, Vendor will promptly notify the City of Rockford and the Illinois Department of Human Rights if any subcontractor fails or refuses to comply with the provisions of sections (a) through (f) of this paragraph. Vendor shall not utilize

any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the proposing firm to review the Request for Proposal specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or Request for Proposal procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Proposal or Award Protest. Firms wishing to protest proposals or awards shall notify the Central Services Manager in writing within seven (7) days after the proposal opening. The notification should include the RFP number, the name of the firm protesting, and the reason why the firm is protesting. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Proposals. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of the invitation to bid, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and posted on the Department's website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

(a) The Act *does* apply to owner-operators.

(b) When applicable, all awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements.

(c) Under the Act, it is mandatory upon Vendor to insert into each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work under this contract. It is also the Vendor's responsibility under the Act to verify and pay *current* wage rates, as the Department may change them from time to time.

(d) It is Vendor's obligation to understand what the Act requires, and to comply accordingly. *Failure on the part of the City to provide proper written notice regarding the applicability of the Prevailing Wage Act does not relieve Vendor or subcontractors of the obligation to comply with the Act when applicable, nor does it relieve them of their obligation to pay back wages when owed.*

(e) Vendor and all subcontractors shall make all records required under the Prevailing Wage Act available for inspection, copying, or transcription by authorized representatives of the City of Rockford or Department of Labor. Vendor shall further permit such representatives to interview employees during working hours on the job. If Vendor or subcontractor fails to submit the required records or make them available, the City may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request may be grounds for debarment action.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820ILCS 130, as directed by the State of Illinois (<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>).

No paper copies or non-conforming Certified Payroll reports will be accepted. The City reserves the right to withhold payment due to the awarded vendor until the vendor complies with this or any other provision of the Act.

27. Substance Abuse Prevention. Before Vendor commences work on a public works project, it must have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), to be filed with the City and made available to the general public, for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over \$50,000, Vendor must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in Vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon sections 343 and 414 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for Vendor under the Illinois Workers' Compensation Act (820 ILCS 305/1 *et seq.*), disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, Vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act (29 USC Ch. 15 §651 *et seq.*) and the Contract Work Hours and Safety Standards Act (40 USC Ch. 37 §3701 *et seq.*) and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall Vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Insurance Requirements. Upon execution of the contract, and prior to Vendor commencing any work or services with regard to the project, Vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and Vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 IO 10 01 and CG 20 3 7 1001 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably

acceptable to the City. All awarded vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirement shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

- a) Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$2 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) Umbrella Liability. The coverage available to the City, as Additional Insured, shall not be less than \$2 million each occurrence, \$2 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- c) Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$2 million general aggregate
- d) Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
- e) Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least thirty (30) days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, Vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by Vendor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

31. Conflict of Interest. Each proposer affirms, by submission of a response to this bid or request for proposals, it has no interest and will not acquire any interest in any enterprise, project, or contract that would conflict in any manner of degree with the performance of the work, services,

or goods to be provided hereunder. Proposer further affirms that no person having such an interest will be employed to perform any work or services under the contract, and that no employee of the City of Rockford is directly or indirectly interested in the bid or proposal for any reason of personal gain.

32. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

33. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/0.01 *et seq.* governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

34. Compliance with Stormwater Management Ordinance and Environmental Consent Decree. Vendor must comply with the City's Stormwater Management Ordinance. For work performed on the stormwater system, including projects only requiring erosion and sediment control measures, acknowledgement of receipt of the USEPA issued Environmental Consent Decree is required. It is also required that Vendor retain all invoices, work orders and/or other records of work performed in drainage areas for three (3) years beyond the end of the consent decree, estimated to be 12/31/2022. These records are subject to audit and are to be made available immediately upon request by the City or the Federal and State Environmental Protection Agency (EPA). Additionally, there may be other records provided that Vendor will be required to keep on file upon request of the City. Violation of this section and with the City's Stormwater Management Ordinance may result in a fine. Additional information can be found at <https://rockfordil.gov/city-departments/public-works/engineering-division/stormwater-environmental-team/stormwater-consent-decree/>.

35. Acceptance or Rejection of Bids and Proposals. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids or proposals.

36. Minority and Women Business Enterprise Policy. It is the policy of the City of Rockford to strongly encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages proposers, when preparing proposals, to contact certified MWBEs regarding potential subcontracting opportunities. The City requires information regarding Vendor's good faith efforts to identify MWBE subcontractors on the Subcontractor Utilization Form required to be completed and submitted with Vendor's proposal. An up-to-date list of the City's certified MWBEs can be found at <https://rockfordil.gov/city-departments/finance/central-services/purchasing/>.

37. Veterans Preference. Vendor shall comply with the Veterans Preference Act (330 ILCS 55/1 *et seq.*) in its employment to fill positions for the construction, addition to, or alteration of public works contracted for by the City. This Act requires that preference shall be given to veterans who possess the business capacity necessary for the proper discharge of the duties of employment. Vendor is not required to give preference to veterans who are not residents of the City of Rockford over City residents who are not veterans. A person who has been a member of the Illinois National Guard shall be given priority over a person who has been a member of the National Guard of any other state.

Veterans under the Act are defined as persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

- a) The veteran served a total of at least six (6) months;
- b) The veteran served for the duration of hostilities regardless of the length of engagement;
- c) The veteran served in the theater of operations but was discharged on the basis of a hardship; or
- d) The veteran was released from active duty because of a service connected disability and was honorably discharged.

Vendor shall insure that the preceding provision is inserted in all subcontracts entered into to furnish labor for the construction, addition to, or alteration of public works in connection with this contract.

38. Non-barred Bidder. Vendors affirms, by submission of a response to this invitation to bid or request for proposals, that Vendor is not barred from bidding on this contract as a result of a conviction for violation of state law prohibiting bid rigging or rotating.

39. City Debarment. The City of Rockford reserves the right to bar Vendor from future bidding opportunities with the City if false information is submitted as part Vendor's bid response or proposal, Vendor has committed any violation of law, or Vendor fails to comply with the terms and conditions of this contract.

40. Non-Assignment. Neither this Contract nor any of the rights, interests or obligations under the Agreement shall be assigned, in whole or in part, by written agreement, merger, consolidation, operation of law, or otherwise by either party without the prior written consent of the other party.

41. Governing Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules and, to the extent applicable, the copyright laws of the United States of America. In the event of a dispute under this Contract, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Illinois.

42. Severability. In the event that any clause, provision, or portion of these General Conditions or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions.

Section 2

Required Forms

City of Rockford
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

All bidders seeking to do business with the City of Rockford must complete this certification. **Failure to sign this Certification will result in disqualification of Vendor's bid or proposal.** Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392.

1. **Compliance with EEO Law.** Vendor acknowledges and certifies that, if awarded a contract with the City of Rockford, it is subject to and will comply with all applicable equal employment opportunity statutes, regulations, and ordinances including but not limited to: the City's Equal Opportunity Employment (EOE) Ordinance (City of Rockford Code of Ordinances, Chapter 11, Article IV); the Illinois Human Rights Act (775 ILCS 5/101 *et seq.*), the Illinois Department of Human Rights Rules and Regulations for Government Contracts (44 Ill. Admin. Code, Chapter X, Section 750), and the Discrimination in Public Contracts Act (775 ILCS 10/0.01 *et seq.*), Title VII of the Civil Rights Act of 1964, as amended (§ 7, 42 U.S.C. § 2000e *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 USC §.621 *et seq.*); Title I of the Americans with Disabilities Act of 1990, as amended (42 USC 12111-12117); the Equal Pay Act of 1963, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (38 USC §§ 4301-4335); and, for federally-funded construction contracts (only), Executive Order 11246, as amended, and relevant U.S. Department of Labor regulations regarding equal employment opportunity for federally assisted construction contracts (see 41 CFR Part 60).
2. **Discrimination Prohibited.** Vendor certifies that it is its policy to provide equal employment opportunity and that it prohibits discrimination against any employee or applicant for employment due to race, color religion, sex, sexual orientation, gender identity, marital status, order of protection status, status as a survivor of domestic violence or human trafficking, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or unfavorable discharge from military service. Further, Vendor will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization, as is required by the Illinois Department of Human Rights Rules and Regulations for Government Contracts.
3. **Non-Segregated Facilities.** Vendor certifies that it provides facilities at its place of business without segregation except where separate facilities for a person of the opposite sex are required. Vendor also certifies that it will, to the greatest extent possible, not assign employees to work at any location where facilities are so segregated and that it will insert into its subcontracts the provisions of this paragraph for work performed under this contract and obtain the same certification from subcontractors.
4. **Government Exclusion, Debarment, or Suspension.** Vendor certifies that it is not subject to any exclusion, debarment, suspension, or other disciplinary action by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision. Additionally, if at any time Vendor is subject to such exclusion, suspension, or debarment during the contract period, Vendor certifies that it will immediately disclose this information to the City's EOC Officer.

City of Rockford
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

5. **Subcontracting.** Vendor certifies that, if awarded a public contract with the City of Rockford, it will include verbatim or by reference the provisions of the City’s General Conditions *Equal Employment Opportunity* paragraph 19 in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed. For federally funded construction contracts, the conditions described in paragraph (8) of the “Equal Opportunity Clause for Federally Assisted Construction Contracts” and paragraph (2) of the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” must also be included in every subcontract. Vendor acknowledges that it is responsible for the compliance of all of its subcontractors with this provision. Vendor also certifies it will not utilize any subcontractor excluded, debarred, suspended, or otherwise disciplined by any government agency including but not limited to the U.S. Government, State of Illinois, Illinois Human Rights Commission, Illinois Department of Labor, or any other federal or state agency or political subdivision, and that it will notify the City’s EOC Officer if any subcontractor fails to comply with such provision.
6. **MWBE Procurement Policy.** Vendor understands that it is the policy of the City of Rockford to encourage and promote the award of subcontracts to ready, willing, and able Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities. Vendor certifies that it has worked in good faith to comply with this policy by contacting MWBE businesses for subcontracting opportunities when possible (list can be found at <https://rockfordil.gov/city-departments/finance/central-services/purchasing/>). For federally funded construction projects (only), Vendor further certifies it has demonstrated good faith efforts to meet the women and minority subcontracting goals set forth in the “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.”

Signature of Vendor

Date

**City of Rockford
SUBCONTRACTOR UTILIZATION FORM**

**THIS FORM MUST BE COMPLETED EVEN IF YOU DO NOT PLAN TO USE
SUBCONTRACTORS
(COMPLETE SECTIONS I, II, AND V IF YOU DO NOT PLAN TO USE SUBCONTRACTORS).**

All Vendors seeking to do business with the City of Rockford must provide information about all subcontractors that will be used. **A Subcontractor is any person or business that supplies any of the work, transportation or labor services, supplies, equipment, or materials under a contract with Vendor.** Failure to complete this form will result in disqualification of Vendor's bid or proposal. Questions regarding EEOs should be addressed to City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392.

Section I—Vendor/Prime Contractor Information

Is this an update to a previously submitted Subcontractor Utilization Form? Yes No

| | | | |
|-----------------------------------------------------------------|------------------------------|---------------------------|------|
| Vendor Name: | | | |
| Project Name: | | Bid or RFP Number: | |
| Total Proposal/Bid Amount (over the full term of the contract): | | | |
| Vendor Contact Name: | | Contact Phone: | |
| | | Contact Email: | |
| Vendor Certification Status: | Minority Business Enterprise | Women Business Enterprise | None |

Section II--Subcontractor Utilization

Will subcontractors be used? Yes (complete rest of form) No (proceed to Section V)

Section III—Subcontractor Selection

Please list information for ALL subcontractors Vendor *believes it will* use. Vendor may make changes or additions to its list of subcontractors by submitting an updated form to the City's EOC Officer after award, if needed.

| Subcontractor Name | MBE or WBE? (Y/N) | Amount | % of Total Proposal/Bid | Scope of Work |
|--------------------|-------------------|--------|-------------------------|---------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

If more than six subcontractors will be used, please complete the [Subcontractor Utilization Form--Supplement](#).

**City of Rockford
SUBCONTRACTOR UTILIZATION FORM**

If Vendor plans to use subcontractors, but has not yet identified some or all of the subcontractors to be used, please explain why:

Section IV—MWBE Subcontractors Contacted

It is the policy of the City of Rockford to encourage and promote the award of subcontracts to qualified and available Minority and Women Business Enterprises (MWBEs) certified with the City. The City strongly encourages bidders, when preparing bids or proposals, to contact certified MWBEs regarding potential subcontracting opportunities (a list of MWBEs can be found at <https://rockfordil.gov/city-departments/finance/central-services/purchasing/>). Please list the MWBEs Vendor has contacted regarding subcontractor opportunities for this proposal/bid (MWBE subcontractors selected and listed in Section III do not need to be listed again here):

| MWBE Business Name | Method of Contact (e.g. phone, email) | Why not used? |
|--------------------|------------------------------------------|---------------|
| | | |
| | | |
| | | |
| | | |

Section V—Signature

The undersigned certifies that the information provided herein is truthful, accurate, and complete. Further, Vendor acknowledges that if it is awarded the contract, this information must be kept up to date by Vendor. According to the City’s General Conditions Paragraph 16, **any changes in subcontractor utilization must be immediately made in writing** by submitting a new form to the City’s Equal Opportunity Compliance Officer (contact information provided at the top of this form). A complete and accurate list of subcontractors will be required prior to beginning work on the project, if awarded.

Signature **Date**

Name **Title**

City of Rockford
VENDOR WORKFORCE DATA FORM

The City must collect information in an effort to monitor Vendor’s compliance with the Illinois Human Rights Act, Illinois Department of Human Rights Rules and Regulations, and City of Rockford Equal Employment Opportunity Ordinance. **Failure to complete this form will result in disqualification of Vendor’s bid or proposal.** Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392

Part I: Vendor Information

| | |
|----------------------------|-----------------------------|
| Vendor Name: | Bid or RFP Number: |
| Project Name: | IDHR Number ¹ : |
| | Expiration: |
| Date: | Estimated Duration of Work: |
| Vendor’s EEO Contact Name: | Contact Email: |
| Title: | Contact Phone: |

Part II: Vendor Workforce Data

Please provide the *number* of individuals employed by Vendor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included with this form.

W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native
Tw—Two or more race/ethnicity T – Total

| JOB CATEGORY | MALE | | | | | | | FEMALE | | | | | | | TOTAL |
|--------------------------------|------|---|---|---|----|----|---|--------|---|---|---|----|----|---|-------|
| | W | B | H | A | AI | Tw | T | W | B | H | A | AI | Tw | T | |
| Officials and Managers | | | | | | | | | | | | | | | |
| Professional Workers | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | |
| Administrative Support Workers | | | | | | | | | | | | | | | |
| Craft Workers | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | |
| Laborers and Helpers | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | |

¹ Bidders must have an Illinois Department of Human Rights Eligibility Number if 1) bidder employs 15 or more persons, AND 2) if the bid or proposal will total more than \$100,000.

City of Rockford
SUBCONTRACTOR WORKFORCE DATA FORM

This form is *required* if Vendor will be using one or more subcontractors to complete work or perform services for the City. A Workforce Data Form must be completed for *each* subcontractor. Questions regarding EEOs should be addressed to: City of Rockford Equal Opportunity Compliance (EOC) Officer, at (779) 348-7392

Part I: Identification

| | |
|-----------------------------------|----------------------------------|
| Subcontractor Name: | Bid Number: |
| Project Name: | IDHR Number: Expiration: |
| Date: | Estimated Duration of Work: |
| Subcontractor's EEO Contact Name: | Contact Email: Contact Phone: |

Part II: Subcontractor Workforce Data

Please provide the *number* of individuals employed by subcontractor in each category below (report all employees, not just those who will work under the contract). Definitions of the EEO Job Categories are included on the next page of this form.

W - White B - Black H – Hispanic/Latino A - Asian AI - American Indian, Alaskan or Hawaiian Native
Tw—Two or more race/ethnicity T – Total

| JOB CATEGORY | MALE | | | | | | | FEMALE | | | | | | | TOTAL |
|--------------------------------|------|---|---|---|----|----|---|--------|---|---|---|----|----|---|-------|
| | W | B | H | A | AI | Tw | T | W | B | H | A | AI | Tw | T | |
| Officials and Managers | | | | | | | | | | | | | | | |
| Professional Workers | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | |
| Administrative Support Workers | | | | | | | | | | | | | | | |
| Craft Workers | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | |
| Laborers and Helpers | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | |

Job Category Descriptions

Officials and Managers: Jobs occupied by administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, superintendents, salaried supervisors who are members of management, and purchasing agents and buyers.

Professionals: Jobs requiring bachelor or graduate degree and/or professional certification or comparable experience. Includes: accountants and auditors, architects, chemists, computer programmers, designers, editors, engineers, lawyers, scientists, registered professional nurses, personnel and labor relations specialists, physicians, and surveyors.

Technicians: Jobs requiring a combination of basic scientific knowledge and manual skill which is often obtained through 2 years of post-high school education or through equivalent on-the-job training. Includes: drafters, surveying and mapping technicians, engineering aides, junior engineers, mathematical aides, emergency medical technicians, and licensed practical nurses.

Sales Workers: Jobs engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, securities, commodities, and financial services sales agents, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers.

Administrative Support Workers: Jobs involving non-managerial tasks providing administrative and support assistance, primarily in office settings. Includes: office support, bookkeepers, accounting and auditing clerks, dispatchers, data entry workers, collectors (bills and accounts), messengers and office helpers, shipping and receiving clerks, typists and secretaries, telephone operators, and legal assistants.

Craft Workers: Jobs requiring higher skill in areas including: construction (building trades craft workers and their formal apprentices); natural resource extraction workers; installation, maintenance and part replacement of equipment, machines and tools; and some production occupations that are distinguished by the high degree of skill and precision. Includes: boilermakers; brick & stone masons; carpenters; electricians; painters; glaziers; plumbers, pipefitters & steam fitters; roofers; elevator installers; earth drillers; oil & gas rotary drill operators; blasters & explosive workers; mechanics; electric & electronic equipment repairers; millwrights; and tool & die makers.

Operatives: Jobs involving operation of machines, factory-related processing equipment, or equipment to facilitate the movement of people or materials. These occupations require intermediate skill level and usually do not require more than several months of training. Includes: machine operators; electrical & electronic equipment assemblers; semiconductor processors; testers; graders & sorters; bridge & lock tenders; truck, bus or taxi drivers; industrial truck & tractor (forklift) operators; conveyor operations; and hand packers & packagers.

Laborers and Helpers: Jobs requiring limited skills and brief training to perform tasks that require little or no independent judgment. Includes: production & construction worker helpers; construction laborers; refuse & recyclable materials collectors; landscapers, grounds maintenance workers, and laborers performing lifting, digging, mixing, loading and pulling operations.

Service Workers: Jobs in food service, personal service, cleaning service, and protective service occupations. Skill may be acquired through formal training, job-related training or direct experience. Includes: food service workers; medical assistants and other healthcare support occupations; transportation attendants; cleaners; janitors; porters; transit and railroad; police and fire fighters; guards; private detectives and investigators.

City of Rockford
ILLINOIS PREVAILING WAGE ACT NOTICE AND ACKNOWLEDGEMENT

Failure to sign this acknowledgement will result in disqualification of Vendor's bid or proposal.

Prevailing Wage. The work included in this bid/request for proposal calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. Prevailing wage rates are determined by the Illinois Department of Labor and up-to-date rates are posted on the Department's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. This Act does apply to owner/operators (e.g. a business where the owner is an employee doing work on the job). If awarded this contract, Vendor must comply with all requirements of the Act, including but not limited to all wage, notice, recordkeeping, and filing of certified payroll requirements. *It is your responsibility, as a bidder, to understand the amount this law requires you to pay workers (including yourself as an owner, if applicable) while working on this City of Rockford project— and to bid accordingly.*

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. *The City reserves the right to withhold payment to Vendor until Vendor displays compliance with this provision of the Act.*

By signing below, Vendor acknowledges the applicability of the Prevailing Wage Act to the work that will be performed for the City of Rockford and, if the contract is awarded to Vendor, agrees to comply with the Act.

Vendor Name: _____

Bid/RFP Number: _____

Bid/RFP Title: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative

Date

City of Rockford
LCPTRACKER VENDOR INFORMATION FORM

The City uses an online system called LCPtracker to collect the certified payrolls Vendor must file with the City in compliance with the Prevailing Wage Act (820 ILCS 130/5 (a)(2)). The City will use the information provided in this form to set up a project in the LCPtracker system, where Vendor will be required to file certified payroll (due the 15th of the month for the preceding month).

- 1. City's Bid Number or PO Number:**
- 2. City's Project Name:** _____
- 3. Company Name (Vendor):**
- 4. Vendor's Address:** _____
- 5. Vendor's City and State:** _____
- 6. Vendor's Zip Code:**
- 7. Vendor's 10 – Digit Phone Number:** _____
- 8. Federal Tax ID Number:**
- 9. Ethnicity of Vendor:** _____
- 10. Principal's Name:**
- 11. Principal's Title:**
- 12. Contact's Nameⁱ:**
- 13. Contact's Email Address:**
- 14. Prime Approver's Nameⁱⁱ:**
- 15. Prime Approver's Email Address:**
- 16. Union Status:** ___ Union ___ Non-Union
- 17. Owner Operator?** ___ Yes ___ No
- 18. City-Certified MBE or WBE?** Yes No
- 19. Start Date of Project:** _____
- 20. Bid or PO Amount:** _____
- 21. If you will employ apprentices for City work, please attach pay scale for them.**

For questions about EEOs, contact Contract and Grant Compliance Officer, by email at (779) 348-7392.

ⁱ The Contact is the person who will manage Vendor's LCPtracker online account and who will use that account to *enter and certify payroll* information in the online system.

ⁱⁱ The Prime Approver is the person who will be responsible for *approving payroll* entered by Vendor and all subcontractors utilizing his or her LCPtracker prime approver online account. The Contact and Prime Approver may be the same person (who will utilize two different accounts to perform each function).

Acknowledgement of Stormwater Management Ordinance and Environmental Consent Decree

By indicating below, we acknowledge receipt of the Stormwater Management Ordinance and Environmental Consent Decree. Both documents can be found on the City of Rockford website at <https://rockfordil.gov/city-departments/public-works/engineering-division/stormwater-environmental-team/stormwater-consent-decree/>

I have been provided access to the City of Rockford Stormwater Management Ordinance and the Environmental Consent Decree and agree to comply with the terms outlined therein.

Person, Firm or Corporation

Authorized Signature

Acknowledgement of Addenda

By indicating below, we acknowledge receipt of the addenda listed.

| | |
|----------------|------------|
| Addendum _____ | Date _____ |

Person, Firm or Corporation

Authorized Signature

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | | |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | | |
| | 2 Business name/disregarded entity name, if different from above | | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ | | |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | | Requester's name and address (optional) |
| 6 City, state, and ZIP code | | | |
| 7 List account number(s) here (optional) | | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| - | | | | - | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |
| - | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Section 3
Bid/RFP
Specifications

Request for Proposals
Adaptive Reuse Development Project
Historic Rockford Watch Factory - 325 S. Madison Street
RFP NO: 1020-CD-117



**Downtown Adaptive Reuse Development Project
Rockford Watch Factory, 325 S. Madison Street, Rockford, IL**

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Section I: Executive Summary and Intent

Redevelopment Opportunity:

The City of Rockford (City) is seeking proposals for the redevelopment of the City-owned historic Rockford Watch Factory building. This structure is located immediately east of the UW Health Sports Factory, a \$24.4 million dollar development that is one of the largest indoor sports tournament venues in the Midwest. Redevelopment of the Watch Factory should complement both the UW Health Sports Factory and the Nationally Registered Haight Village Historic District that the Watch Factory buildings lies in.

Location:

The redevelopment site is located at 325 S. Madison Street, in downtown Rockford, IL. As part of the Sports Factory Subdivision, the Watch Factory structure is surrounded by parking that supports the UW Health Sports Factory. Proposed dedicated and shared parking requests shall be included in final submittals. A Site Location Map is presented in Appendix A. The final Sports Factory Subdivision Plat is located in Appendix B.

Developer(s):

Qualified developers must have experience in planning and developing high quality mixed-use developments, and documentation of such shall be included in final proposals. Developers should also have the financial means to begin construction within six (6) months of signing the Selected Developer Agreement. In addition, the assistance with renovation and redevelopment efforts through River Edge and Tax Increment Finance incentives. Opportunity Zone funding, New Market tax credits and State and Federal Historic Tax credits are also available.

Developer Selection Process:

1. Pre-submittal Meeting and On Site Inspection
2. Submittal of proposals.
3. Evaluation Process and Selection Criteria
4. Recommendation to Council.
5. Development Agreement negotiated and approved.

Proposals Due:

11:00 a.m. on November 12, 2020

Intent:

The City of Rockford (City), by this Request for Proposal (RFP), sets forth its intent to consider a proposal for the adaptive reuse development of the City-owned property known as the Rockford Watch Factory at 325 S. Madison Street. The City invites interested parties to submit a plan to renovate and adaptively develop this City-owned property that has housed a watch manufacturer, educational facility, and other various commercial and industrial businesses over the past 145 years.

Section I(a): General Requirements

Vendor Qualifications. No contract shall be awarded except to responsible vendors capable of providing the quality and quantity of services desired. Before awarding the contract, the City may require a vendor to present evidence of the necessary experience, capability, facilities, equipment, and financial resources to provide the desired materials in a timely manner.

Basis of Award. The firm selected as a result of this RFP process will be required to enter into a written professional services agreement. Such agreement shall reflect the terms and conditions included in the RFP and the selected firm's proposal, as well as any other provisions mutually agreed to by both parties. The agreement is subject to approval by City Council. In the event that the proposer to whom the services are awarded does not execute a contract within thirty (30) calendar days after approval, the City may give notice to such proposer of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly. The City of Rockford may award the contract based on line item categories, or as a whole, whichever best serves the interest of the City.

Evaluation of RFP. The City may select a group of finalists for in-person or phone interviews, but such interviews are at the option of the City. Proposals will be evaluated in a fair, consistent, and objective manner. Selection will be based on response to questions or requirements identified in this RFP and interviews, if applicable.

Interview. Firms submitting responsible proposals may be required to make an oral presentation and respond to questions related to their qualifications and experience. The evaluation team in the determination of award may consider the presentation by the proposing firm.

Penalties for non-compliance with contract: Vendors who deviate from the specifications listed herein without the approval of the City, or deemed non-responsive in their ability to provide a quality product in a timely manner will be considered non-compliant with the contract. City may rescind this contract with the vendor and the vendor may not be considered for any future contract with the City for a period of up to three (3) years.

Section II (a): Building Description

The City of Rockford, Illinois has available for sale the Historic Rockford Watch Factory building. This 3-story, L-shaped structure is approximately 17,600 square feet on the three floors from street level up. Additionally, a fully exposed lower level to the south provides another approximately 5,300 square feet of usable area. Floor plans depicting the modern layout of the building are presented in Appendix C.

The Rockford Watch Company was organized in 1874. The original east/west wing of what is now an L-shaped configuration was constructed between 1875 and 1876, with the first Rockford watches released in May 1876. The current north/south wing was added between 1880 and 1887. The Rockford Watch Company closed operations in 1915. Following closure, the building was subject to several additions that housed a diverse set of tenants over time. The Rockford Board of Education occupied the building after the closure and into the early 1950s, where the building

was utilized for office and classroom space. From the 1950s until the City purchased the property in 2015, the remaining Watch Factory structure was used for office space to support several industrial operations that occupied former building additions that were razed in 2015.

The City is seeking proposals that include renovation of the exterior of the structure according to IHPA Guidelines as well as the renovation/repurposing of the structure to be consistent with the characteristics of a typical urban mixed-use development.

Currently zoned I-1 Industrial, it is imminent that the developed Watch Factory parcel be rezoned to C-4 Commercial to support an adaptive reuse that may include commercial, residential, or a combination. There are 19 available parking spaces fronting the Watch Factory along S. Madison Street. Additional parking is present to the north, south, and west of the building, which is currently dedicated to the Rockford Park District/UW Sports Factory. Requests for dedicated parking or other use of the parking lot site is subject to consent of the Rockford Park District. The creation of a separate land parcel containing the Watch Factory building and the negotiated surrounding land is also expected.

Municipal water, storm sewer, and sanitary sewer utilities are located in close proximity to the Watch Factory. New service connections will be required for water and sanitary sewer utilities. New electrical service(s) will also be needed to support development. Electricity is available on surrounding utility poles via Commonwealth Edison. Commonwealth Edison's New Business Customer Service Support can assist with verifying available amperage by calling 1-866-639-3532 (1-866-new-elec). Natural gas utilities are available via Nicor Gas. A Utility Map is presented in Appendix D.

The City is prepared to offer pay-as-you-go TIF assistance, subject to documented financing gaps, and Rockford River Edge Redevelopment Zone incentives. Additional incentives available for the property include New Market Tax Credits, Opportunity Zone Funds, and State and Federal Historic Tax Credits. A summary of project incentives is present in Appendix E. In addition, the City has committed \$230,000 in USEPA Cleanup Grant Funds and local match for interior asbestos abatement, with an anticipated commencement date of fall 2020

Section II (b): Building Renovation Priorities – Building Exterior

The Rockford Watch Factory Structure present today is a combination of the original east-west wing completed in 1875 and 1876, and the north-south wing that was added between 1880 and 1887. Several former building additions were constructed on the north, west, and south sides of the L-shaped structure over a period of many years and were subsequently demolished in 2015. The north, south, and west façades require various degrees of restoration. The Illinois Historical Preservation Agency's (IHPA) requirements for exterior renovation are provided in Appendix F.

Detailed Proposals must address the following specific issues concerning the exterior of the Rockford Watch Factory building. Submitted proposals must include a detailed plan and timeline for the proposed work. Requests for financial participation by the City shall also be included.

1. Roof repair or replacement.
2. Façade repair to the north, south, and west faces of the structure.

Recent pictures of exterior and roof conditions are presented in Appendix G. Building conditions may be confirmed during the Pre-submittal Tour.

Section II (c): Building Renovation Priorities - Building Interior

For each of the interior issues noted below, the Proposal shall also include a detailed plan and timeline of the proposed work. Requests for financial participation by the City shall also be included.

1. Asbestos abatement is estimated at \$196,103. USEPA Cleanup Grant funding of up to \$230,000 (\$200,000 Federal + \$30,000 City Match) is available and committed to this project. Asbestos abatement scope is to include all interior asbestos containing building materials, with exception to window glazing and roofing components.
2. Lead paint encapsulation/removal.
3. Interior demolition required to repurpose the structure.
4. Installation of code compliant fire suppression systems.
5. Heating, cooling, and plumbing systems replacement.
6. Utility service connections

The Asbestos Inspection Report for the building is presented in Appendix H. A full interior 3D scan of the building can be accessed at the following link to view current interior conditions:

<https://my.matterport.com/show/?m=SKDktLn54Qp&brand=0>

Section III: Surrounding Land Uses

The Rockford Watch Factory is located at the western limits of the Nationally Registered Haight Village Historic District. The Union Pacific railroad operates a set of tracks immediately west of the building. The tracks see approximately three trains per week (six round trip) consisting of a locomotive and up to three cars. Immediately west of the tracks is the UW Health Sports Factory and Rock River. Ingersoll Sentential Park is located east of the building and is operated by the Rockford Park District. Hotel Kate, a proposed private boutique hotel development is present to the northwest. The City's downtown social district consisting of the City Markets and restaurant venues begins two blocks north.

Section IV: Contact

The contact person for this proposal is Kristian Dominguez, Sr. Financial Analyst, at (779) 348-7464 or kristian.dominguez@rockfordil.gov. Any oral communications will be considered unofficial and non-bidding.

Section V: Proposal Requirements

Proposals must contain the following:

1. Provide a complete description of the Responder's team including names, addresses, individual resumes' and responsibilities of each team member.

2. Include a financial statement, at delivery of proposal, supporting the Responder's financial capability of undertaking this building renovation project.
3. Provide a complete description of the Responder's entity (corporation, partnership, etc.) and identification of all parties, including disclosure of all persons or entities having a beneficial interest in the proposal.
4. Resume of previous experience identifying not less than five (5) years of experience directly related to the proposed redevelopment of the City Property and the Respondent's ability to renovate and repurpose historic structures of similar scale.
5. A detailed description of the concept and how the facility will be utilized to accomplish the Intent of this RFP.
6. A detailed proposal addressing the specific issues identified in Sections II(b) and II(c).
7. A primary contact name and numbers including phone, fax, and email.
8. Submit one original, three (3) copies of proposal and 1 copy in pdf form in thumb drive (enclosed in bid) pdf and print shall be the same response.
9. Proposal shall be duplexed and is limited to 15 pages total.

Section VI: Pre Proposal Inspection of the Premises

City Staff will provide access to the premises for inspection purposes on October 19, 2020, at 2:00 pm. Attendance is recommended though not required. Those attending and needing interior access shall complete, sign, and submit a Release of Liability form included as Appendix I. Those attending are responsible for supplying their own person protection equipment (PPE) to address potential asbestos and lead paint exposure risks.

Section VII: Due Date

Proposals are Due November 12, 2020 at 11:00 AM in the Finance Department, fourth floor of Rockford City Hall, 425 East State Street. Late proposals will not be accepted.

Section VIII: Evaluation of Proposals

The City's evaluation team will assess the proposals submitted. The City also reserves the right to interview representatives of firms, request documents as needed, and check references.

An evaluation team will be used to assess each proposal. This evaluation team may consist of the following City representatives from Community Development, Legal, Finance, and others as needed.

Once the evaluation team has determined that the Responder meets the minimum qualification standards, four criteria will be used to assess each Responder. Each of these criteria will be rated by the members of the evaluation team, giving each proposal a total possible score of 100. The criteria include:

- Financial capability of the respondent (25 points).

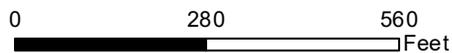
- Past experience of similar building renovations (30 points).
- Concept for space utilization and how it fits into the existing space (20 points).
- Specific responses addressing the interior/exterior issues identified in Sections II(b) and II(c) (25 points).

Each member of the evaluation team shall independently evaluate each proposal and any other information that is used to evaluate the Responder's ability to renovate this structure. Once these individual evaluations have been completed, the scores will be averaged and the overall average will be the final score of each proposal. The award will be made to the Responder that receives the highest average score.

APPENDIX A



WinGIS



SCALE: 1:3,356



Winnebago County Geographic Information System

WinGIS cannot and does not warrant the accuracy of: property and boundary lines, dimensions of parcels and lots, location of structures or improvements, and topographic or geologic features on the land. Only on-site verification or field surveys by a licensed professional and surveyor can provide such accuracy.

APPENDIX B

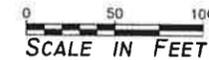
SPORTS FACTORY SUBDIVISION

PART OF THE TOWN (NOW CITY) OF ROCKFORD ON THE EAST SIDE OF THE ROCK RIVER AND PART OF THE ROCKFORD WATER POWER COMPANY LOTS EAST OF THE ROCK RIVER, CITY OF ROCKFORD, AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS

OWNER:
CITY OF ROCKFORD
425 E. STATE STREET
ROCKFORD, IL 61104
(779) 348-7447



SCALE 1" = 50'



LEGEND

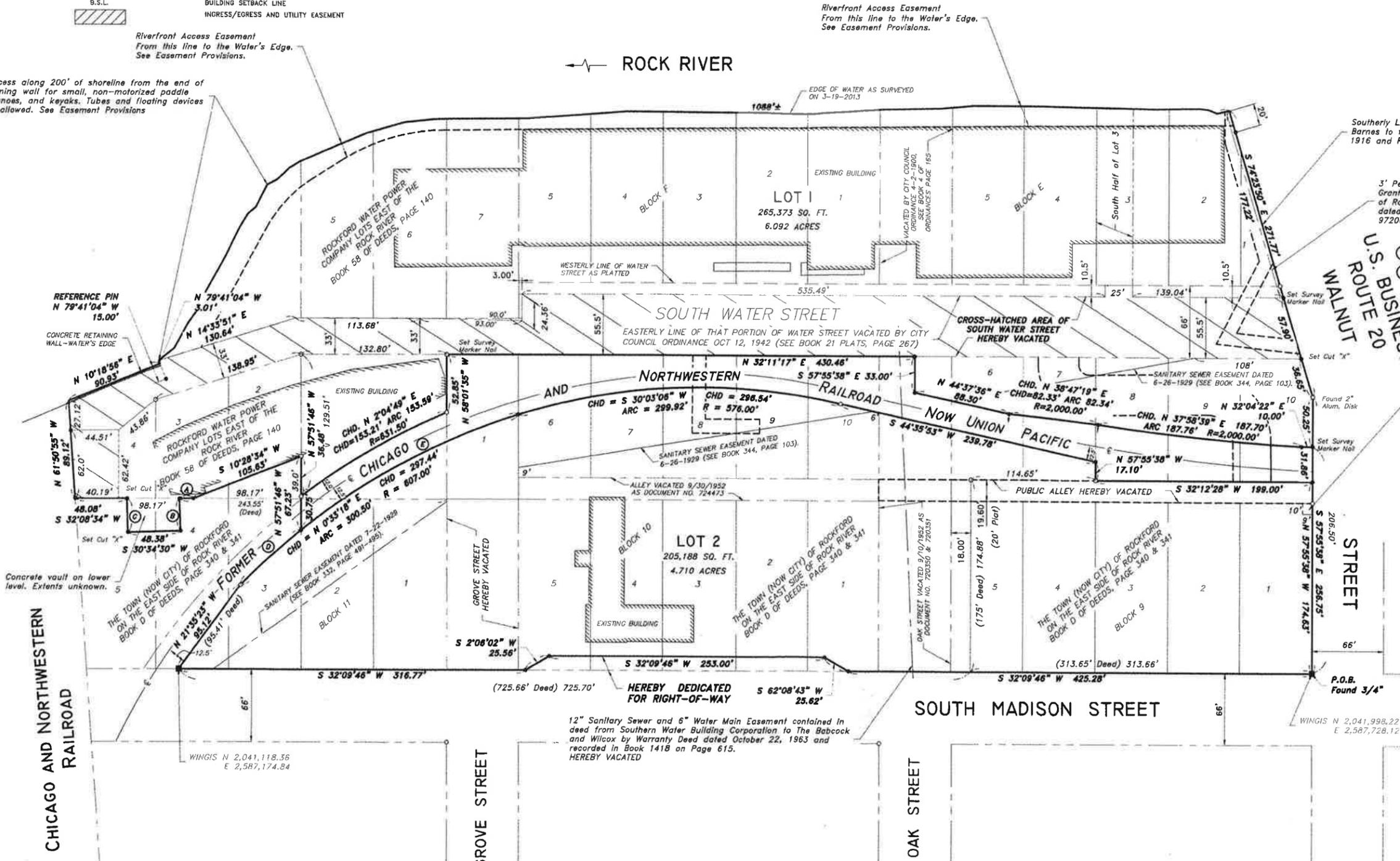
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- EASEMENT LINE
- FOUND SURVEY MONUMENT
- MEASURED BEARING OR DISTANCE
- RECORD BEARING OR DISTANCE
- CONCRETE MONUMENT
- SET SURVEY MONUMENT
- BUILDING SETBACK LINE
- INGRESS/EGRESS AND UTILITY EASEMENT

Riverfront Access Easement
From this line to the Water's Edge.
See Easement Provisions.

River Access along 200' of shoreline from the end of the retaining wall for small, non-motorized paddle craft, canoes, and kayaks. Tubes and floating devices are not allowed. See Easement Provisions

Riverfront Access Easement
From this line to the Water's Edge.
See Easement Provisions.

ROCK RIVER



U.S. BUSINESS ROUTE 20 WALNUT STREET

CURVE TABLE

CHD=N 10'06'26" W CHD=74.54' ARC=74.59' RAD=607.00'

CHD=S 4'04'31" W CHD=224.62' ARC=225.92' RAD=607.00'

LINE TABLE

(A) S 32'08'34" W 12.55'

(B) S 59'37'42" E 29.42'

(C) N 59'27'57" W 30.73'

Exclusive Easement Granted by the Rockford Board of Education to Ameritech-Illinois by Grant of Easement dated February 25, 1997 and Recorded as Document No. 9711868

- NOTE:
- Utilities now located in the right of way of South Water Street shall have the same rights as granted by the Utility Easements stated on Sheet 3 of this Plat.
 - Deed by Charles M. Thomson to Chicago and Northwestern Railway Company by Quit-Claim Deed dated June 8, 1942 and recorded in Book 444 on Page 479 clouds Title on part of Lot 1 of this Plat.
 - Notice of Supplemental Final Order and Judgment entered by the United States District Court on February 15, 2008 in Civil Action No. 1:00-cv-1292-DTH-TAB in favor of AT&T for Fiber Optic Cable Route. Judgment Order is recorded as Document No. 200800850412.
 - Rights to Bridge No. 463-B, with right of access, right of support and maintenance of retaining walls, drainage rights, and rights to fencing are reserved by the Chicago and Northwestern Railway Company in Quit-Claim Deed by the Chicago and Northwestern Railway Company to W.F. & John Barnes Company by Quit-Claim Deed dated November 7, 1952 and recorded in Book 825 of Deeds on Page 560. Affects Lot 1 and Lot 2.
 - See Sheet 2 for Easement Dimensions.
 - Circulation Easement across the Union Pacific Railroad KD Industrial Lead is subject to a Commercial Private Road Crossing Agreement known as UPRR Folder No. 2926-41 dated June 15, 2015 and approved by ICC Order dated June 24, 2015.
 - Bearings are based on the Illinois State Plane Coordinate System, West Zone.
 - Grant of easement by Babcock & Wilcox to Commonwealth Edison Company Contained in a document dated September 25, 1976 with no recording identification. Document is illegible however it affects the south part of Lot 2.
 - The property enclosed within this plat is subject to an Intergovernmental Agreement between the City of Rockford and Rockford Park District.
 - Vacated Water Street hereon cross-hatched shall remain as an open access for vehicles, pedestrians, and shall have the rights for utilities granted upon Sheet 3 of this plat.

SAC 11/21/17

SNC 12/4/17

| SHEET REVIEW | |
|--------------|------|
| AGENCY | DATE |
| | |

| REVISIONS | | |
|-----------|---------------------------------------|-----------|
| NO. | ITEM | DATE |
| 1 | Added Vacations on Final Review | 7/19/2017 |
| 2 | Added Easements for Comcast and NiCor | 11/6/2017 |

| | |
|-----------------|------------|
| PLOT SCALE: | 1"=1' |
| PLOT DATE: | 8/25/2016 |
| DRAWN BY: | RGT |
| CHECKED BY: | JRH |
| SUBMITTAL DATE: | 11/10/2015 |

McClure
Engineering Associates, Inc.
7282 Argus Drive
Rockford, Illinois 61107-5837
(815) 398-2332 FAX (815) 398-2496
Design Firm License: Illinois 184-000816
Copyright 2015 By McClure Engineering Associates, Inc.

SPORTS FACTORY SUBDIVISION
CITY OF ROCKFORD, ILLINOIS
WATER STREET
FILE:G-115-014 INGERSOLL FINAL PLAT\SURVEYING\DRAWINGS\SUBDIVISION PLAT NEW.DWG
JOB:04-15-15-014

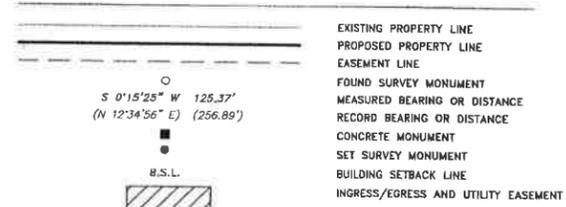
| | |
|-----------|---|
| SHEET NO. | 1 |
| OF | 4 |

SPORTS FACTORY SUBDIVISION

PART OF THE TOWN (NOW CITY) OF ROCKFORD ON THE EAST SIDE OF THE ROCK RIVER AND PART OF THE ROCKFORD WATER POWER COMPANY LOTS EAST OF THE ROCK RIVER, CITY OF ROCKFORD, AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS

OWNER:
CITY OF ROCKFORD
425 E. STATE STREET
ROCKFORD, IL 61104
(779) 348-7447

LEGEND



River Access along 200' of shoreline from the end of the retaining wall for small, non-motorized paddle craft, canoes, and kayaks. Tubes and floating devices are not allowed. See Easement Provisions.

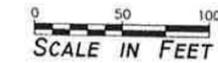
Riverfront Access Easement
From this line to the Water's Edge.
See Easement Provisions.

Riverfront Access Easement
From this line to the Water's Edge.
See Easement Provisions.

- COMCAST EASEMENT
- 39 S 38°22'30" W 77.23'
 - 40 N 30°24'57" W 85.26'
 - 41 S 74°23'50" E 111.99'
 - 42 N 58°25'23" W 28.38'
 - 43 N 38°22'30" E 54.66'
 - 44 N 30°24'37" W 72.58'
 - 45 N 74°24'50" W 4.92'



SCALE 1" = 50'



CENTERLINE OF SANITARY SEWER DIMENSION

- 11 S 30°18'41" W 346.82'
- 12 S 14°06'21" W 414.06'
- 13 S 3°33'54" E 42.92'
- 14 S 64°28'16" W 35.37'
- 15 S 30°32'36" W 294.78'
- 16 S 28°19'19" W 114.30'
- 17 N 53°28'53" W 189.48'
- 18 N 36°31'07" E 20.00'
- 19 S 53°28'53" E 187.96'
- 20 S 32°09'46" W 20.06'

RIVERFRONT ACCESS EASEMENT

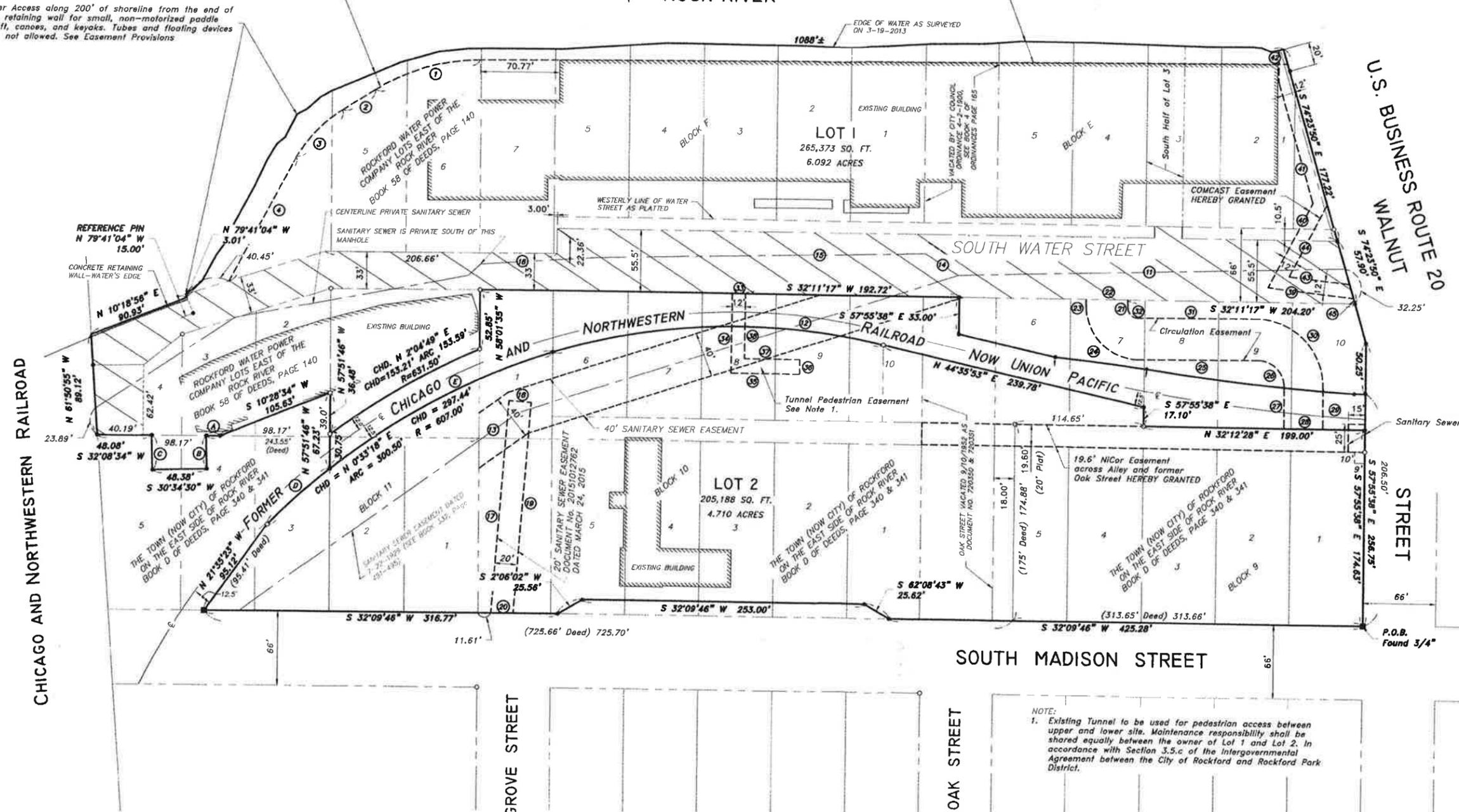
- 1 R=180.0' CB=N15°43'57" W C= 98.29'
- 2 N 0°06'41" W 33.13'
- 3 R=115.0' CB= N 14°42'04" W C= 57.94'
- 4 N 29°17'28" W 126.50'

CIRCULATION EASEMENT

- 21 N 58°25'26" W 6.63'
- 22 S 32°11'17" W 37.00'
- 23 S 58°25'26" E 7.03'
- 24 R=46.50' CB= N 76°34'36" E Ch= 65.76'
- 25 N 31°34'37" E 107.84'
- 26 R=23.50' CB= N 76°34'39" E Ch= 33.23'
- 27 S 58°25'19" E 37.11'
- 28 N 32°12'28" E 35.00'
- 29 N 58°25'19" W 37.49'
- 30 R=60.50' CB= S 76°34'38" W Ch= 85.56'
- 31 S 31°34'34" W 105.84'
- 32 R=9.50' CB= S76°34'34" W Ch= 13.44'

TUNNEL PEDESTRIAN EASEMENT

- 33 S 32°11'17" W 12.00'
- 34 S 57°34'30" E 70.88'
- 35 N 32°09'46" E 62.04'
- 36 N 57°50'14" W 13.00'
- 37 S 32°09'46" W 49.98'
- 38 N 57°34'30" W 57.88'



NOTE:
1. Existing Tunnel to be used for pedestrian access between upper and lower site. Maintenance responsibility shall be shared equally between the owner of Lot 1 and Lot 2. In accordance with Section 3.5.c of the Intergovernmental Agreement between the City of Rockford and Rockford Park District.

SAC M/LIT
SUC
12/4/17

| SHEET REVIEW | |
|--------------|------|
| AGENCY | DATE |
| | |

| REVISIONS | | |
|-----------|------|------|
| NO. | ITEM | DATE |
| | | |

PLOT SCALE: 1:1
PLOT DATE: 8/25/2016
DRAWN BY: RGT
CHECKED BY: JWH
SUBMITTAL DATE: 11/10/2015

McClure
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7282 Argus Drive
(815) 398-2332
Rockford, Illinois 61107-5837
FAX (815) 398-2496
Design Firm License: Illinois 184-000816
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SPORTS FACTORY SUBDIVISION
CITY OF ROCKFORD, ILLINOIS
ROCKFORD, ILLINOIS
FILE: G:\15-014 INGERSOLL FINAL PLAT\SURVEYING\DRAWINGS\SUBDIVISION PLAT (2)NEW.DWG
JOB: 04-13-15-014

SHEET NO.
2
OF
4

OWNER:
CITY OF ROCKFORD
425 E. STATE STREET
ROCKFORD, IL 61104
(779) 368-7447

Certification by Surveyor

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I hereby certify that, at the request of the owners, I have surveyed and subdivided according to the Plat of Sports Factory Subdivision; Part of Blocks 9, 10, and 11 and Blocks E and F as designated upon the Map of the Town (now City) of Rockford on the East side of the Rock River, the Plat of which is recorded in Book D of Deeds, on Page 340 and 341 in the Recorder's Office of Winnebago County, Illinois, ALSO, the Plat of Rockford Water Power Company Lots, East of the Rock River, the Plat of which is recorded in Book 58 of Deeds (Plats) on Page 140 in the said Recorder's Office, ALSO part of the Northwest Quarter of Section 26, Township 44 North, Range 1 East of the Third Principal Meridian, and parts of South Water Street, Oak Street, Grove Street, and public alleys included therein; bounded and described as follows:

Beginning at the Northeast corner of said Block 9 on the Map of the Town (now City) of Rockford on the East side of the Rock River aforesaid; thence South 32 degrees 09 minutes 46 seconds West, along the Easterly line of said Blocks 9 and 10, a distance of 425.28 feet; thence South 62 degrees 08 minutes 43 seconds West, a distance of 25.62 feet; thence South 32 degrees 09 minutes 46 seconds West, a distance of 253.00 feet; thence South 2 degrees 06 minutes 02 seconds West, a distance of 25.56 feet to a point on the East line of said Block 10; thence South 32 degrees 09 minutes 46 seconds West, along the East line of said Block 10 and 11, a distance of 316.77 feet to a point being 12.5 feet perpendicularly distance Easterly from the centerline of the main track of the Chicago and Northwestern Railway Company; thence North 21 degrees 35 minutes 23 seconds West parallel with the centerline of the main track of said Railway, a distance of 95.12 feet to the beginning of a non-tangent curve; thence Northwesterly along a circular curve to the right whose radius is 607.00 feet and whose center is to the East, the chord of which bears North 10 degrees 06 minutes 26 seconds West, a distance of 74.54 feet to a point on the Northerly line of Lot 3 in said Block 11; thence North 57 degrees 51 minutes 46 seconds West along the Northerly line of said Lot 3, in Block 11 and along the Northerly line of Lot 2 as designated upon said Plat of Rockford Water Power Company Lots as aforesaid, a distance of 67.23 feet; thence South 10 degrees 28 minutes 34 seconds West, a distance of 105.63 feet to a point on the Northwesterly line of Lot 4 in said Block 11; thence South 32 degrees 08 minutes 34 seconds West along said Northwesterly line of Lot 4, a distance of 12.55 feet to a point which is 243.55 feet Southwesterly of the most Northerly corner of Lot 1 in said Block 11; thence South 59 degrees 37 minutes 42 seconds East, a distance of 29.42 feet; thence South 30 degrees 34 minutes 30 seconds West, a distance of 48.38 feet; thence North 59 degrees 27 minutes 57 seconds West, a distance of 30.73 feet to a point on the Northwesterly line of Lot 5 in said Block 11; thence South 32 degrees 08 minutes 34 seconds West along the Northwesterly line of said Lot 5, a distance of 48.08 feet to the Northerly line of the Chicago and Northwestern Railroad; thence North 61 degrees 50 minutes 55 seconds West along said Northerly line of the Chicago and Northwestern Railroad, a distance of 89.12 feet to the West side of a concrete retaining wall on the Rock River; thence North 10 degrees 18 minutes 56 seconds East along the face of the concrete retaining wall more or less, a distance of 90.93 feet; thence North 79 degrees 41 minutes 04 seconds West, a distance of 3.01 feet, more or less, to the Easterly bank of the Rock River; thence Northwesterly along the Easterly bank of the Rock River to its intersection with the present Southerly line of Walnut Street as now laid out and used, said Southerly line of Walnut Street being the Southerly line of the premises conveyed by W.F. and John Barnes Company to the City of Rockford by Deed dated May 8, 1916 and recorded in Book 251 of Deeds on Page 120 in said Recorder's Office; thence South 74 degrees 23 minutes 50 seconds East along said Southerly line of Walnut Street, a distance of 271.77 feet; thence South 57 degrees 55 minutes 38 seconds East along the Southerly line of said Walnut Street, a distance of 256.75 feet to the Point of Beginning; EXCEPTING THEREFROM the following described premises: Commencing at the Northeast corner of said Block 9 as designated upon the Map of the Town (now City) of Rockford on the East side of the Rock River, the Plat of which is recorded in Book D of Deeds, on Page 340 and 341 in the Recorder's Office of Winnebago County, Illinois; thence North 57 degrees 55 minutes 38 seconds West along the Northerly line of said Block 9, a distance of 174.63 feet to the Point of Beginning, being the Northwesterly line of a vacated public alley running North and South through said Block 9; thence South 32 degrees 12 minutes 28 seconds West along the Northwesterly line of said vacated public alley, a distance of 199.00 feet; thence North 57 degrees 55 minutes 38 seconds West, a distance of 17.10 feet to a point 12.5 feet perpendicularly distance Easterly from the centerline of the main track of the Union Pacific Railroad; thence South 44 degrees 35 minutes 53 seconds West parallel with said centerline, a distance of 239.78 feet; thence Southwesterly along a non-tangent circular curve to the left whose radius is 576.00 feet and whose center is to the East, the chord of which bears South 30 degrees 03 minutes 06 seconds West parallel with said centerline, a distance of 296.54 feet; thence Southwesterly along a circular curve to the left whose radius is 607.00 feet and whose center is to the East, the chord of which bears South 4 degrees 04 minutes 31 seconds West parallel with said centerline, a distance of 224.62 feet; thence North 57 degrees 51 minutes 46 seconds West, a distance of 30.75 feet to a point that is 12 feet perpendicularly distant Westerly from the centerline of the main track of the former Kenosha-Rockford line of the Chicago and Northwestern Railroad; thence Northwesterly along a circular curve to the right whose radius is 631.50 feet and whose center is to the East, the chord of which bears North 2 degrees 04 minutes 49 seconds East, a distance of 153.21 feet to the Southerly line of Lot 1 as designated upon said Plat of Rockford Water Power Company Lots, East of the Rock River; thence North 58 degrees 01 minute 35 seconds West along the Southerly line of said Lot 1, a distance of 52.85 feet to the Northerly line of Block 9 of as designated upon the Map of the Town (now City) of Rockford on the East side of the Rock River as aforesaid; thence South 32 degrees 11 minutes 17 seconds East along the Easterly line of Water Street, a distance of 430.46 feet to a point in the centerline of vacated Oak Street; thence South 57 degrees 55 minutes 38 seconds East along the centerline of vacated Oak Street, a distance of 33.00 feet to a point which is 253.8 feet Northwesterly measured at right angles from the Northwesterly line of Madison Street; thence North 44 degrees 37 minutes 36 seconds East, a distance of 68.30 feet to a point on a non-tangent curve; thence Northwesterly along a circular curve to the right whose radius is 2,000.00 feet and whose center is to the East, the chord of which bears North 38 degrees 47 minutes 19 seconds East, a distance of 82.33 feet to a non-tangent point; thence Northwesterly along a circular curve to the left whose radius is 2,000.00 feet and whose center is to the West, the chord of which bears North 37 degrees 58 minutes 39 seconds East, a distance of 187.70 feet; thence North 32 degrees 04 minutes 22 seconds East, a distance of 10.00 feet to the Northerly line of Block 9 of as designated upon the Map of the Town (now City) of Rockford on the East side of the Rock River as aforesaid; thence South 57 degrees 55 minutes 38 seconds East along the North line of said Block 9, a distance of 31.86 feet to the Point of Beginning; situated in the County of Winnebago and the State of Illinois; containing 10.802 acres, more or less.

Dimensions are given in feet and decimals of a foot. Iron pins three-fourths-inch in diameter and four feet long have been found or set at all points marked on the plat with a solid dot and iron pins five-eighths-inch in diameter and three feet long have been found or set at all other lot corners except as noted. I hereby certify that part of the property covered by this plat is situated within a special flood hazard area as identified by the Federal Emergency Management Agency for the City of Rockford on Panel No. 17201C0263E and 17201C0264E, dated February 17, 2016 and the LOMA-R dated January 06, 2017. I further certify that the property within this annexed Plat is situated within the incorporated City of Rockford, Illinois.

Given under my hand and seal this 28th day of July, A.D., 2017.

McClure Engineering Associates, Inc.
7282 Argus Drive
Rockford, IL 61107

James W. Hankins
James W. Hankins
Illinois Professional Land Surveyor No. 035-002720
My License expires November 30, 2018



SPORTS FACTORY SUBDIVISION

PART OF THE TOWN (NOW CITY) OF ROCKFORD ON THE EAST SIDE OF THE ROCK RIVER AND PART OF THE ROCKFORD WATER POWER COMPANY LOTS EAST OF THE ROCK RIVER, CITY OF ROCKFORD, AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS

Certification of Dedication by Owners of Land

As owner, I/we hereby certify that I/we have caused the land described in the foregoing affidavit of the surveyor to be surveyed, divided, and mapped as presented on this plat. All streets, alleys, walkways, parks, playgrounds and school sites shown on this plat are hereby dedicated to the public for public purposes, and all easements shown are subject to the easement provisions hereon. I/we further certify that there are no liens or encumbrances on the property contained in this plat except None.

ALSO, as owner(s) of the property herein described in the surveyor's certificate, which will be known as Sports Factory Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #205, and/or High School District #205 in Winnebago County, Illinois

Dated this 20th day of November, A.D., 2017.

Thomas P. McNamee Mayor
City of Rockford
Owner(s)

Certification by Notary Public

Debra K. Powell a Notary Public in and for the County of Winnebago in the State of Illinois do hereby certify that Thomas P. McNamee personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he (they) signed, sealed and delivered said instrument as his (their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of November, A.D., 2017.

Debra K. Powell
Notary Public



Certification by County Clerk

Margie M. Mullins a County Clerk of Winnebago County in the State of Illinois do hereby certify that Thomas P. McNamee and Debra K. Powell personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) acknowledged that he (they) signed, sealed and delivered said instrument as his (their) free and voluntary act for the uses and purposes therein set forth. I have hereunto set my hand and seal of the County of Winnebago this 7th day of DECEMBER, A.D., 2017.

Margie M. Mullins by Margie M. Mullins
County Clerk - Margie Mullins
Cheryl O'Connell
County Clerk



Certification by City Engineer

I hereby certify that I have reviewed and approved the drainage study for the property embraced within the plat of Sports Factory Subdivision. Construction plans have been submitted and approved, and all public improvements have been built as required, or security in a sufficient amount has provided for this construction. The building structure shown on this plat is not located within a Special Flood Hazard Area (1% chance of exceeding base flood elevation) per the Letter of Map Revision (LOMA-R) dated January 6, 2017, for Case No. 17-05-1068A, as shown on the Federal Emergency Management Agency (FEMA) Community Map panel No. 17201C263E in Community No. 170723, City of Rockford, Illinois.

Dated this 21st day of November, A.D., 2017.

Jim O'Connell
City Engineer

Certification by City Legal Director

This is to certify that the City Council of the City of Rockford did, at its meeting of the 19th day of June, 2017 approve this Plat and authorize it to be recorded.

In witness thereof, Nicholas D. Meyer Legal Director for the City of Rockford, have hereunto set my hand and affixed the seal of said City of Rockford this 21st day of November, A.D., 2017.

Nicholas D. Meyer
Legal Director



STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

We, ComEd, NICOR, Telephone Company, by our signature hereon do hereby acknowledge that we have received a copy of this plat and hereby consent to the recording of said plat as prepared.

By Michael J. ... Date: 8-10-17 By Donald A. ... Date: 11/16/17
ComEd NICOR
By Al ... Date: 11-1-17 By ... Date: 11-7-17
AT&T Comcast
By ... Date: 08/15/2017
Rock River Water Reclamation District

Certification by the City Plat Officer

Having reviewed the recommendations of the Planning Division, Department of Community Development, and the conditions placed on this Plat of Sports Factory Subdivision, and finding substantial conformity with all pertinent laws, rules and regulations and the tentative plat of this subdivision as conditionally approved, this plat is given final approval this 9th day of December, A.D., 2017.

Sean Cornille
City Plat Officer

Surface Water Drainage Certificate

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

The undersigned hereby certify, to the best of our knowledge and belief, the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or, that such surface water drainage will not be changed without adequate provision being made for collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use, and that such surface waters will not be deposited on the property of the adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of the subdivision.

Dated this 28th day of July, A.D., 2017.

Owner(s) or Attorney
Mark Rice
Registered Professional Engineer - Mark Rice P.E.



Illinois Department of Transportation

This plat has been approved by the Illinois Department of Transportation with respect to roadway access pursuant to paragraph 2 of An Act to Revise the Law in Relation to Plats, as amended.

Dated this 1st day of December, A.D., 2017.

Kevin Marchek
Deputy Director of Highways, Region 2 Engineer - Kevin Marchek, P.E.

Certification of Recording Official

Filed for record this 11th day of December, A.D., 2017 at 2 o'clock P.M., recorded in Book 49 of Plats, page 144A and examined.

Document Number 20171039867
Nancy McPherson
County Recorder - Nancy McPherson

Easement Provisions:

Easements are hereby reserved for and granted to the designated governmental bodies and public utilities or cable television companies with the necessary authorizations and/or franchises and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Utility Easement and Vacated South Water Street" to install, lay, construct, renew, operate and maintain storm and sanitary sewers, water mains, gas mains, surface drainage facilities, pipes, conduits, cables, poles and wires, overhead and underground, with all necessary bracing, guys, anchors and other equipment for the purpose of serving the subdivision and other properties with telephone, electric and other utility service or cable television service; also is hereby granted the right to use the streets for said purposes, or on adjacent lots and common areas or areas and common elements, the right to enter upon the subdivided property at all times to install, lay, construct, renew, operate and maintain within the easement area the storm and sanitary sewers and water mains, gas mains, pipes, conduits, cables, poles, wires, pipes, guys, anchors and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, saplings and roots, and remove any fences or landscape plantings that interfere with any of the public utility equipment or cable television equipment installed on the easement without responsibility to replace same, other than to replace any grass removed. No permanent structures, trees or items shall be placed on the easement, but the easement may be used for purposes that do not then or later interfere with the aforesaid uses nor rights herein granted.

If the grade of the subdivision property must be so altered or if private service lines require that the existing underground utility or cable television equipment be moved or otherwise altered, the property owner, their respective successors and assigns, shall reimburse the utility or cable television company for the necessary expense involved.

The term "Common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as, "outlets", "common elements", "open areas", "common ground", "parking and common area". The terms "Common area or areas" and "Common elements" include real property surfaced with interior driveways and walkways, but exclude real property physically occupied by a building or retention pond or mechanical equipment.

The term "Common elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 755 ILCS 605/2(e), as amended from time to time.

(2) Storm water detention areas and drainage easements:

"Storm water detention (or drainage) easements" from Owner(s) to City of Rockford:

The maintenance of the drainage and storm water detention easement shall be the sole responsibility of the individual property owner. The finished grade of the easements shall not be landscaped, altered, or encroached upon by filling, grading, or construction of surface improvements that obstruct or redirect the flow of water, nor shall any buildings or structures be erected within this easement. This note must appear on the face of the plat.

(3) Designated Governmental bodies, Utilities or Cable Television companies at time of recording:

At the time of recording, this plat is to be served by the following public utility companies: Rock River Water Reclamation District, Rockford Water, Commonwealth Edison Company, NICOR, Comcast, AT&T Distribution.

SHEET REVIEW

| AGENCY | DATE |
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REVISIONS

| NO. | ITEM | DATE |
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PLOT SCALE: 1"=1'
PLOT DATE: 8/25/2016
DRAWN BY: RGT
CHECKED BY: JWH
SUBMITTAL DATE: 11/10/2015

McClure
Engineering Associates, Inc.
7282 Argus Drive Rockford, Illinois 61107-5837
(815) 398-2332 FAX (815) 398-2496
Design Firm License: Illinois 184-000816
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SPORTS FACTORY SUBDIVISION

CITY OF ROCKFORD, ILLINOIS

WATER STREET ROCKFORD, ILLINOIS
FILE:G:\15-014 INGERSOLL FINAL PLAT\SURVEYING\DRAWINGS\CERTIFICATES (4).DWG JOB:04-13-15-014

SHEET NO.
3
OF
4

OWNER:
CITY OF ROCKFORD
425 E. STATE STREET
ROCKFORD, IL 61104
(779) 348-7447

**Record Legal Descriptions
from Title Commitments**

WW212881COM

Part of Blocks Nine (9), Ten (10) and Eleven (11), part of Oak Street (vacated), part of Grove Street (vacated) and part of the vacated alley running through Blocks Nine (9), Ten (10) and Eleven (11) all as laid out and designated upon the Map of that part of the Town (now City) of Rockford on the East side of Rock River, the Plat of which is recorded in Book D of Deeds on Page 340 and 341 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning at the Northeast corner of said Block Nine (9); thence South 34 degrees 00' 00" West, along the Easterly line of said Block Nine (9), a distance of 313.65 feet TO THE POINT OF BEGINNING FOR THE FOLLOWING DESCRIBED PARCEL; thence South 34 degrees 00' 00" West along the East line of said Blocks Nine (9), Ten (10) and Eleven (11), a distance of 725.66 feet; thence North 19 degrees 37' 53" West, 85.41 feet; thence Northeastly along a circular curve to the right having a radius of 607.0 feet and whose center lies to the East, an arc distance of 300.17 feet (the chord across the last described circular curve course bears North 02 degrees 25' 00" East, 297.12 feet); thence Northeastly on a circular curve to the right having a radius of 576.0 feet and whose center lies to the Southeast, an arc distance of 289.57 feet (the chord across the last described circular curve course bears North 31 degrees 50' 48" East, 296.21 feet); thence North 46 degrees 23' 35" East, 239.82 feet, the last four previous calls being along a line which is 12.5 feet perpendicularly distant East from and parallel with the centerline of the main track of the Chicago and Northwestern Railway Company; thence South 56 degrees 07' 00" East, 17.10 feet; thence South 34 degrees 00' 00" West, 114.65 feet; thence South 56 degrees 07' 00" East, 175.0 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

WW226795COM

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Nine (9) as designated upon the Map of that part of the Town (now City) of Rockford on the East side of Rock River, the Plat of which is recorded in Book D of Deeds on Page 340 and 341 in the Recorder's Office of Winnebago County, Illinois, EXCEPTING THEREFROM the Southerly Eighteen (18) feet in width of said Lot Five (5) thereof; situated in the City of Rockford, County of Winnebago and State of Illinois.

WW226797COM

PARCEL I:

Part of the Northwest Quarter (1/4) of Section 26, Township 44 North, Range 1 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of Lot One (1) as designated upon the Plat of Rockford Water Power Company Lots, East of Rock River, Rockford, Illinois, the Plat of which is recorded in Book 58 of Deeds (Plats) on Page 140 in the Recorder's Office of Winnebago County, Illinois; thence Southerly, along the Easterly line of Water Street as laid out and designated upon said Plat, a distance of 132.74 feet, more or less, to the Northwest corner of Lot Two (2) as designated upon said Plat; thence Easterly, along the Northerly line of said Lot Two (2), a distance of 129 feet, more or less, to a point distant 12 feet Southwestly, at right angles from the center line of the former main track of the Kenosha-Rockford line of the Chicago and Northwestern Railroad; thence Northerly, parallel with said Railway center line, 152 feet, more or less, to the Southerly line of said Lot One (1); thence Westerly, along the Southerly line of said Lot One (1), a distance of 52 feet, more or less, to the point of beginning; situated in the County of Winnebago and State of Illinois.

PARCEL II:

Lots Two (2), Three (3) and Four (4) as designated upon the Plat of Rockford Water Power Company Lots, East of Rock River, Rockford, Illinois, the Plat of which is recorded in Book 58 of Deeds (Plats) on Page 140 in the Recorder's Office of Winnebago County, Illinois; EXCEPTING THEREFROM the right of way conveyed by Ralph Emerson and others to the Chicago, Rockford and Northern Railroad Company by Deed recorded in Book 108 of Deeds on Page 295 in said Recorder's Office, ALSO EXCEPTING THEREFROM part of Lots Two (2) and Three (3) bounded and described as follows, to-wit: Beginning at the most Easterly corner of said Lot Two (2); thence South 34 degrees 00' West along the Southeastly lines of Lots Two (2) and Three (3), a distance of 98.17 feet; thence North 12 degrees 19' 04" East 105.56 feet to the Northerly line of said Lot Two (2); thence South 56 degrees 7' East along the Northerly line of Lot Two (2), 39 feet to the place of beginning, situated in the County of Winnebago and State of Illinois.

PARCEL III:

Part of Lots One (1) and Two (2) and all of Lots Three (3), Four (4) and Five (5) in Block "E", part of Oak Street (vacated); Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block "F", and part of Water Street (vacated) all as laid out and designated upon the Map of that part of the Town (now City) of Rockford, on the East side of Rock River, the Map of which is recorded in Book "D" of Deeds on Pages 340 and 341 in the Recorder's Office of Winnebago County, Illinois; and ALSO Lots Five (5), Six (6), Seven (7) and a parcel of land lying South of said Lot Five (5), and part of Water Street (vacated), all as laid out and designated upon the Plat of Rockford Water Power Company Lots, East of Rock River, Rockford, Illinois, the Plat of which is recorded in Book 58 of Deeds (Plats) on Page 140 in said Recorder's Office, all bounded and described as follows, to-wit: Beginning at the point of intersection of the Easterly bank of the Rock River with the present Southerly line of Walnut Street as now laid out and established, said Southerly line of Walnut Street being the Southerly line of premises conveyed by W. F. and John Barnes Company to the City of Rockford by Deed dated May 8th, 1916 and recorded in Book 251 of Deeds on Page 120 in said Recorder's Office; thence Easterly, along said Southerly line of Walnut Street and said line extended, to its intersection with a line 10.5 feet perpendicularly distant Easterly of and parallel with the Westerly line of Water Street, which said last described line is the Easterly line of that portion of Water Street vacated by the City of Rockford by Ordinance passed October 12, 1942 and recorded in Book 21 of Plats on Page 267 in said Recorder's Office; thence Southerly along said last described line, to its intersection with the Northerly line of the Southerly Half (1/2) of Lot Three (3) in Block "E" of Original East Rockford, produced Easterly; thence Westerly, along said last described line 10.5 feet to the Westerly line of Water Street as laid out and designated upon said Plat of Original East Rockford; thence Southerly, along said Westerly line of Water Street, 25 feet; thence Easterly, along the Southerly line of the Northerly 25 feet of the Southerly Half (1/2) of Lot Three (3) in Block "E" of Original East Rockford, produced Easterly, 10.5 feet; thence Southerly, parallel with said Westerly line of Water Street and along the Easterly line of that portion of Water Street vacated as aforesaid, to a point 3 feet Northerly, measured parallel with said Westerly line of Water Street from the Southerly line of Lot Five (5) in Block "F" of Original East Rockford, produced Easterly; thence Easterly, parallel with said Southerly line of Lot Five (5) in Block "F" of Original East Rockford and along the boundary of that portion of Water Street vacated as aforesaid, 24.5 feet; thence Southerly in a direct line, following the boundary of that portion of Water Street vacated as aforesaid, 93.05 feet to a point in the Easterly line of Lot Six (6) of Rockford Water Power Company Lots, East of Rock River, distant 90 feet Southerly, measured along the Easterly line of said Lots Six (6) and Seven (7) of Rockford Water Power Company Lots, East of Rock River, from the Northeastly corner of said Lot Seven (7); thence Southerly, along the Westerly line of Water Street as laid out and designated upon the Plat of Rockford Water Power Company Lots, East of Rock River, above referred to, to its intersection with the Easterly Bank of Rock River; thence along the Easterly bank of said river, to the point of beginning; situated in the County of Winnebago and State of Illinois.

PARCEL IV:

Part of Lots Four (4) and Five (5) in Block Eleven (11) as designated upon the Map of the Town (now City) of Rockford on the East side of Rock River, the Plat of which is recorded in Book "D" of Deeds on Page 340 and 341 in the Recorder's Office of Winnebago County, Illinois, bounded and described as follows, to-wit: Beginning at a point in the Northwestly line of said Lot Four (4) which bears South 34 degrees 00' 00" West, 243.55 feet from the most Northerly corner of Lot One (1) in said Block Eleven (11); thence South 57 degrees 45' 35" East, 29.42 feet; thence South 32 degrees 26' 25" West, 48.38 feet; thence North 57 degrees 35' 50" West, 30.73 feet to a point in the Northwestly line of said Lot Five (5); thence North 34 degrees 00' 00" East, along the Northwestly line of said Lots Five (5) and Four (4), a distance of 48.32 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

SPORTS FACTORY SUBDIVISION

PART OF THE TOWN (NOW CITY) OF ROCKFORD ON THE EAST SIDE OF THE ROCK RIVER AND PART OF THE ROCKFORD WATER POWER COMPANY LOTS EAST OF THE ROCK RIVER, CITY OF ROCKFORD, AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, WINNEBAGO COUNTY, ILLINOIS

WW226798COM

Part of Lots Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block Nine (9) as designated upon the Map of that part of the Town (now City) of Rockford, on the East side of Rock River, the Plat of which is recorded in Book D of Deeds, Pages 340 and 341 in the Recorder's Office of Winnebago County, Illinois and a part of Oak Street as shown upon said Plat, all bounded as follows, to-wit: Beginning at a point in the Northeastly line of said Block Nine (9) which is Two Hundred Six and Five Tenths (206.5) feet Northwestly, measured along the Southerly line of Walnut Street from the most Easterly corner of said Block Nine (9); thence Southwestly at right angles to the Southerly line of Walnut Street, Ten (10) feet; thence Southwestly on a curve deflecting to the right with a radius of Two Thousand (2000) feet, a distance of One Hundred Eighty-seven and Forty-seven Hundredths (187.47) feet to a point which is One Hundred Ninety-six and Seven Tenths (196.7) feet Southwestly, measured at right angles from the Southwestly line of Walnut Street and Two Hundred Twenty-five and Five Tenths (225.5) feet Northwestly measured at right angles from the Southwestly line of Madison Street; thence Southwestly on a curve deflecting to the left with a radius of Two Thousand (2000) feet, a distance of Eighty-two and One-half (82 1/2) feet to a point which is Two Hundred Seventy-eight and Forty-seven Hundredths (278.47) feet Southwestly measured at right angles from the Southwestly line of Walnut Street and Two Hundred Thirty-five (235) feet Northwestly measured at right angles from the Northwestly line of Madison Street; thence Southwestly in a straight line Eighty-eight and Five Hundredths (88.05) feet to a point in the center line of Oak Street, which point is Two Hundred Fifty-three and Eight Tenths (253.8) feet Northwestly measured at right angles from the Northwestly line of Madison Street; thence Northwestly along the center line of Oak Street, Thirty-three and Two Tenths (33.2) feet to the Easterly line of Water Street; thence Northeastly along the Easterly line of Water Street, Three Hundred Sixty-four and One-half (364 1/2) feet, more or less to the most Northerly corner of said Block Nine (9); thence Southeastly along the Northeastly line of said Block Nine (9), Eighty and Five Tenths (80.5) feet to the place of beginning; situated in the County of Winnebago and State of Illinois.

Riverfront Access

A perpetual Easement is hereby granted to the City of Rockford by the Owner of Lot 1, along the Rock River for the express purpose of access for the public to the River and for maintenance of the embankment by the City. The owner of Lot 1 may enjoy all the rights normally associated with riverfront property however, the owner of Lot 1 may not restrict access except during scheduled, gated events on the patio area where uninhibited public access would interfere with such event.

Maintenance of the pedestrian sidewalk within the Riverfront Access, including, but not limited to a railing associated with such sidewalk, shall be shared in accordance with the terms of the Intergovernmental Agreement between the Rockford Park District and the City of Rockford dated May 23, 2016. As also set forth in said Agreement, maintenance of the shoreline and embankment shall be the sole responsibility of the City of Rockford.

A canoe/kayak launch access point shall be a part of the right of public access along the bank of the river in that portion of the easement two-hundred feet (200') northerly from the concrete retaining wall as shown hereon. No motorized boats or tubing flotation devices will be allowed to utilize the access point. No "ramp", parking or trailer facilities will be provided in association with the access point and the parking of trailers is prohibited. The City may place and maintain a canoe/kayak dock in the easement for temporary ingress and egress only.

Circulation Easement

This easement shall serve to provide pedestrian and vehicular access and circulation between Lots 1 and 2. Each Lot owner shall maintain their respective approaches to the railroad crossing in accordance with the Commercial Private Road Crossing Agreement known as UPRR Folder No. 2926-41 dated June 15, 2015 and approved by ICC Order dated June 24, 2015. The Union Pacific Railroad and their successors and assigns shall be responsible for the maintenance of the track crossing, Warning signs and devices, if required, shall be the responsibility of the respective Lot owners.

Tunnel Pedestrian Access

This easement shall serve as an alternative pedestrian access and circulation route between Lots 1 and 2. The tunnel, tunnel lighting and graffiti protection shall be maintained in accordance with the Intergovernmental Agreement between the City of Rockford and Rockford Park District. This route is not intended to serve as an ADA accessible route, but as an alternate route for athletic facility bound individuals. Repair and maintenance of the stairway which is entirely on Lot 2 shall be the responsibility of the owner of Lot 2. Repair and maintenance of the retaining walls attached to the pedestrian tunnel shall be the responsibility of the owner of Lot 1. The tunnel pedestrian access may only be removed from service and vacated with the joint consent of the owners of Lots 1 and 2, and the Union Pacific Railroad or their successors.

Sanitary Sewer Easement

Sanitary Sewer Easement is a perpetual easement with the Rock River Water Reclamation District as Grantee. Said easement is exclusive to the Rock River Water Reclamation District, and it is for the purpose of construction, inspection, repair and maintenance of sanitary sewer.

SHEET REVIEW

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REVISIONS

| NO. | ITEM | DATE |
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PLOT SCALE: 1:1

PLOT DATE: 8/25/2016

DRAWN BY: RGT

CHECKED BY: JWH

SUBMITTAL DATE: 5/30/2016



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(815) 398-2332
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Rockford, Illinois 61107-5837
FAX (815) 398-2496

SPORTS FACTORY SUBDIVISION

CITY OF ROCKFORD, ILLINOIS

WATER STREET ROCKFORD, ILLINOIS

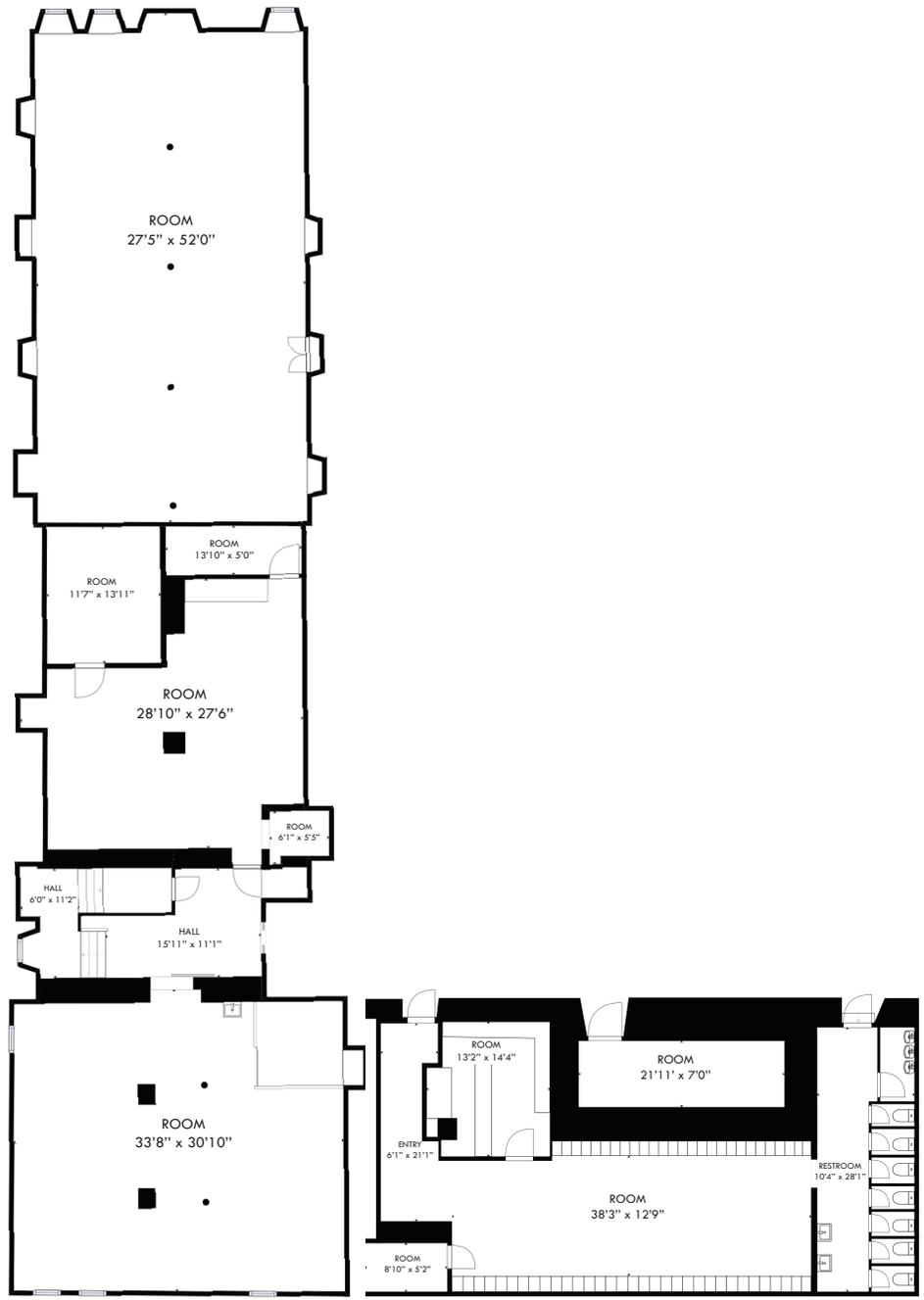
FILE:G:\16-014 INGERSOLL_FINAL PLAT\SURVEYING\DRAWINGS\CERTIFICATES (5).DWG

JOB:04-13-15-014

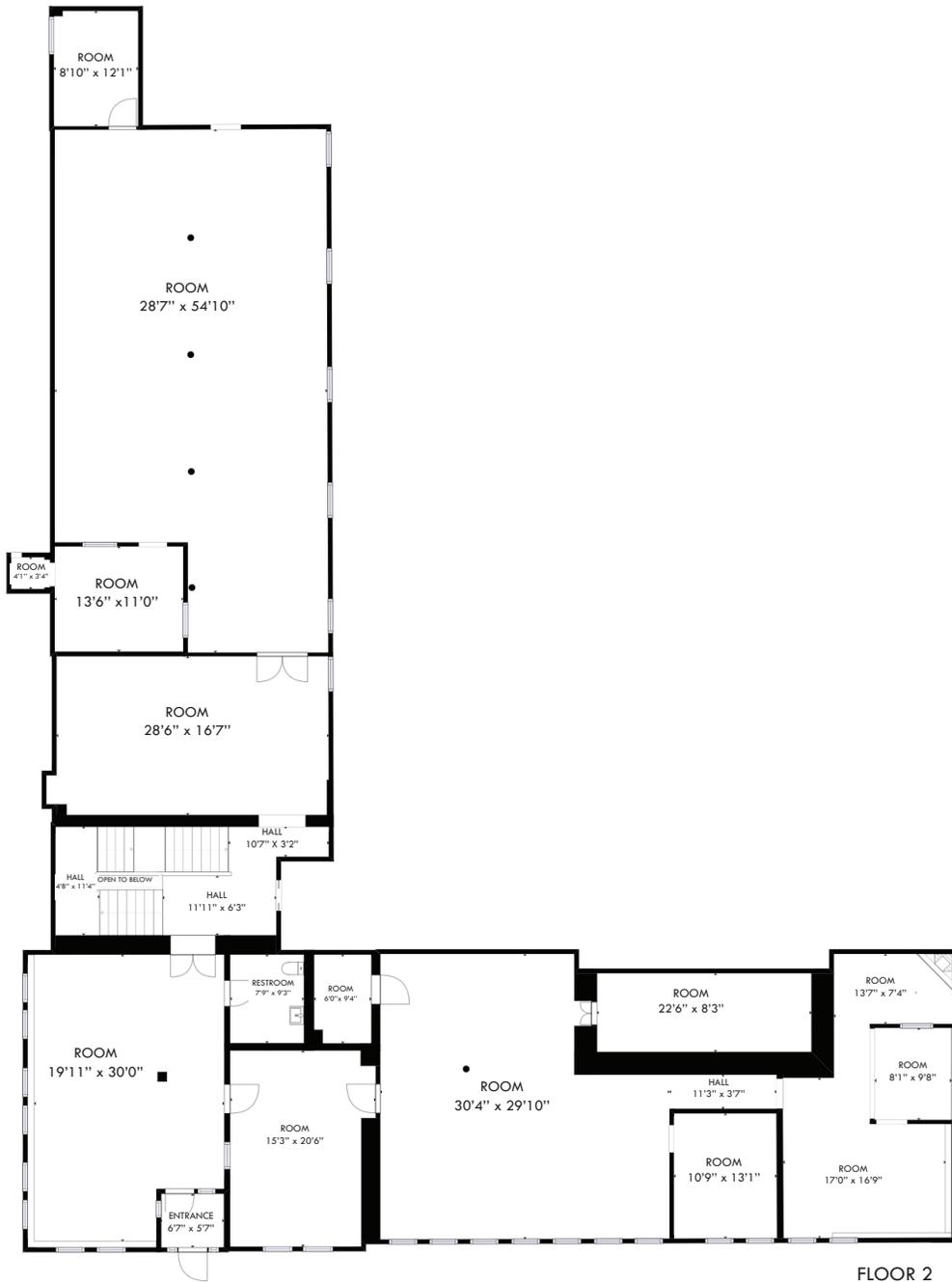
SHEET NO.

4
OF
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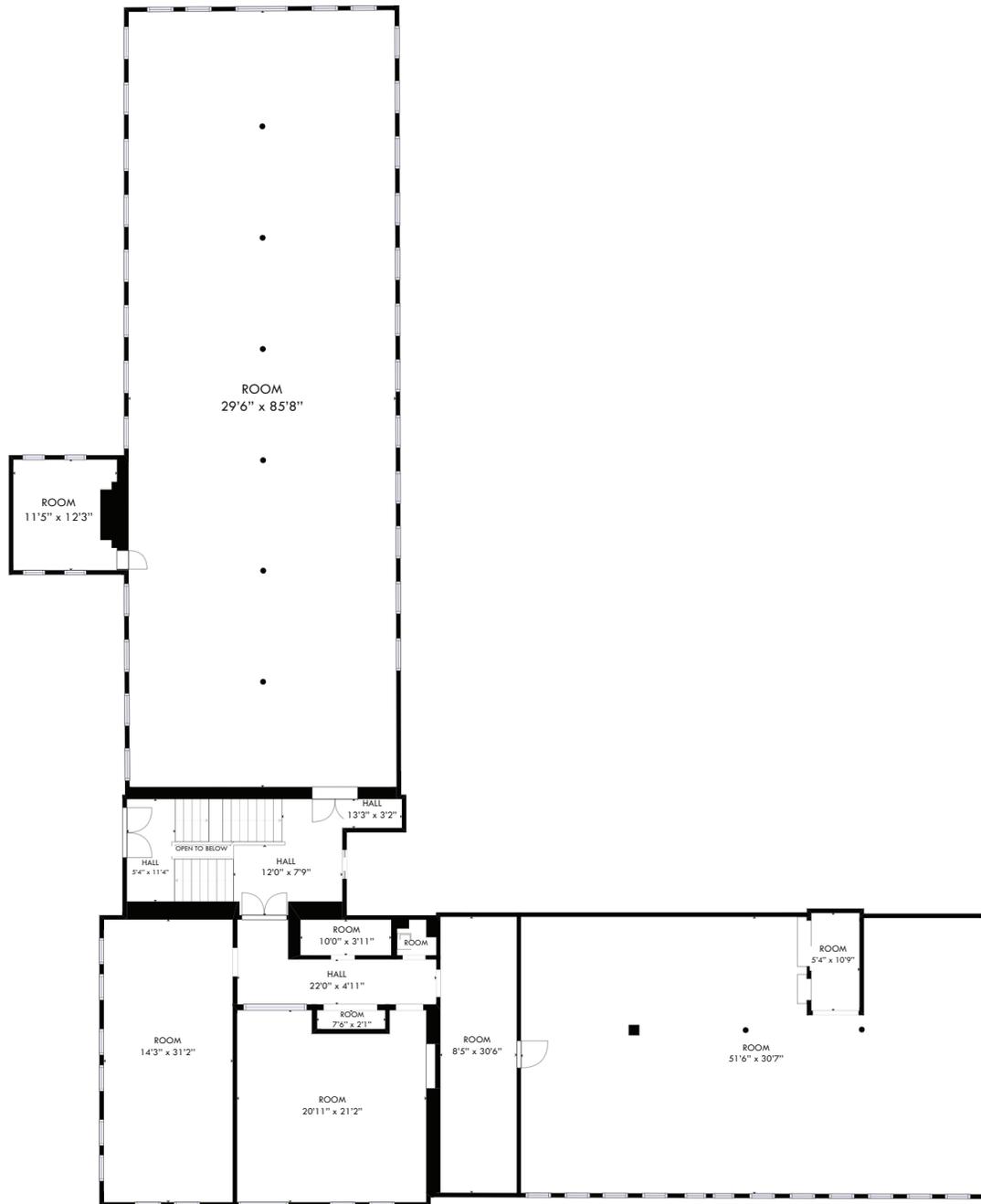
APPENDIX C



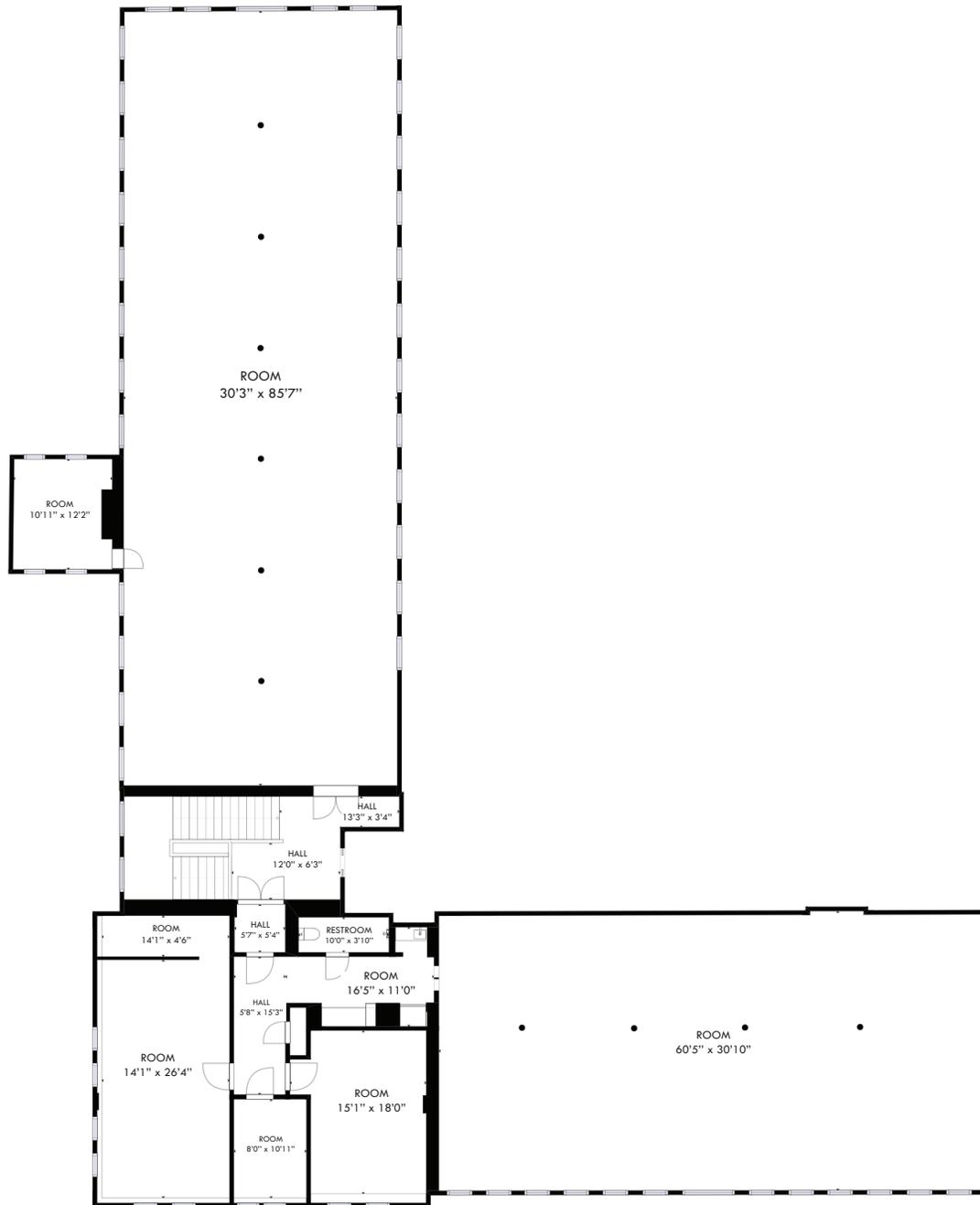
FLOOR 1
5298 sq ft



FLOOR 2
5410 sq ft

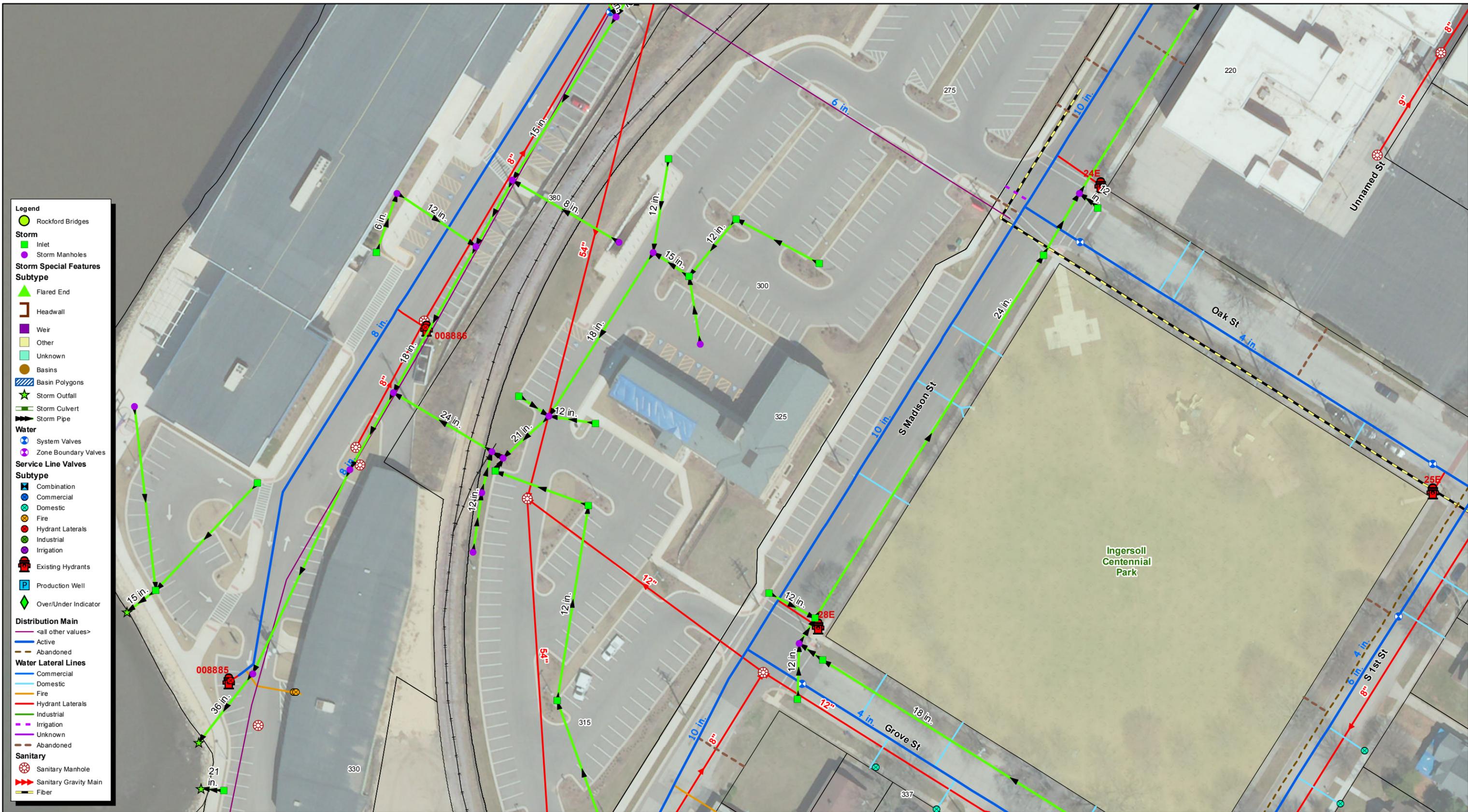


FLOOR 3
6059 sq ft

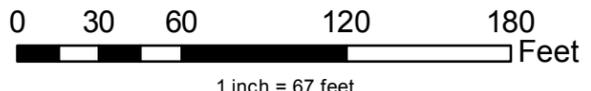


FLOOR 4
6128 sq ft

APPENDIX D



Rockford Watch Factory Utilities



This document is neither a legally recorded map nor survey and is not intended to be used as such. Although this map has been reviewed to ensure data accuracy, the City of Rockford provides this map "as is" and makes no guarantee or warranty concerning the accuracy of information contained within the map. This map should be used as reference only.

APPENDIXE

325 SOUTH MADISON STREET AVIALABLE INCENTIVES

“WATCH FACTORY”

INCENTIVES AVAILABLE FOR YOUR COMPANY ARE IN THE FOLLOWING FORMS:

- Property Acquisition
- Tax Credits
- Tax Exemptions
- Low-interest financing
- Programs that offer a combination of the above mentioned benefits

TAX CREDITS, EXEMPTIONS AND ABATMENTS

ROCKFORD RIVER EDGE REDEVELOPMENT ZONE

1. **Sales Tax Exemption** – Any building materials used in new construction or rehabilitation of properties located within Rockford’s River Edge Zone and permanently attached to the real estate may be sales tax exempt (8.25%) if a retailer is provided with a Certificate of Eligibility issued by the Illinois Department of Revenue. If materials are purchased outside the State of Illinois, they must be delivered to the address of the property located in the River Edge Zone boundary for the certificate of eligibility to be valid.
2. **Dividends Deductions** -- Individuals, corporations, partnerships, trusts or estates receiving dividends declared by corporations which are located exclusively in Illinois River Edge Zone and which conduct essentially all of their business in the River Edge Redevelopment Zone, may deduct such dividends on state income tax.
3. **Interest Income Deduction** -- A financial institution may deduct from its state income taxes, an amount equal to the interest received from business loans for development in the River Edge Zone. But, for the financial institution to receive this deduction, the borrower must have already claimed an investment tax credit for property he/she purchased with the loan.
4. **State Historic Tax Credit** - Historic Tax Credits (HTC) based on age of structure – Federal (20% HTC) and State (25% HTC). Tax credits are sold to investors as a source of funds for the project. A big benefit of these tax credit programs is that permanently affixed furniture, fixtures, and equipment are also eligible for the tax credits, further reducing the upfront capital costs for your Company.

TAX INCREMENT FINANCING (TIF)

The site is located in the East River TIF, and as such, the redevelopment is eligible for tax increment financing. TIF increment is the increase in property taxes paid above the base assessed value of the property when the TIF was created. The City will negotiate a percentage of TIF increment to be reimbursed for TIF eligible expenses on a pay-as-you-go basis. The term of the reimbursement will be negotiated. The East River TIF will expire on December 31, 2032.

OPPORTUNITY ZONE

A temporary deferral of inclusion in taxable income for capital gains reinvested into an Opportunity Fund. The deferred gain must be recognized on the earlier of the date on which the opportunity zone investment is disposed of or December 31, 2026.

A step-up in basis for capital gains reinvested in an Opportunity Fund. The basis is increased by 10% if the investment in the Opportunity Fund is held by the taxpayer for at least 5 years and by an additional 5% if held for at least 7 years, thereby excluding up to 15% of the original gain from taxation.

A permanent exclusion from taxable income of capital gains from the sale or exchange of an investment in an Opportunity Fund if the investment is held for at least 10 years. This exclusion only applies to gains accrued after an investment in an Opportunity Fund.

NEW MARKET TAX CREDITS

New Market Tax Credits (NMTC) based on the location of the facility in a classified “distressed” census tract and eligible for New Market Tax Credits. Your Company is a great candidate for NMTC and appears to be eligible. The New Markets Tax Credit program is designed to attract investment for economic development projects in low income areas. Investors contribute to a community development entity which then makes an investment in a qualified active low income community business. The investor receives a 5% tax credit in each of first three years and a 6% credit in each of the remaining four years for a total of a 39% tax credit over seven years. Tax credits are sold to investors as a source of funds for the project. A big benefit of this tax credit programs is that permanently affixed furniture, fixtures, and equipment are also eligible for the tax credits, further reducing the upfront capital costs for Your Company

APPENDIX F



FAX (217) 524-7525

Winnebago County
Rockford
River Edge Redevelopment Zone
IHPA Log #018110810

December 23, 2014

Larry Morrissey, Mayor
City of Rockford, Illinois
425 E. State St.
Rockford, IL 61104

Dear Mayor Morrissey:

Thank you for your letter of December 19, 2014 detailing compliance with the Memorandum of Agreement (MOA) for the above referenced project. Thank you for bringing me up to date on this project. Congratulations on initiation of construction activities at the Ingersoll Building and the Watch Factory. Once the additions are removed from the Watch Factory, it will be acceptable to close temporarily with concrete block until matching brick can be found for permanent exterior infill.

The redevelopment agreement for this site stipulates that the Watch Factory will be rehabilitated in accordance with the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings". This agreement will be awarded in the Spring of 2015.

The six month demolition delay for the School Administration Building began April 23, 2014 and is now ended. Illinois Historic American Building Survey (IL HABS) documentation was submitted in draft form on October 9, 2014 and meets applicable IL HABS Standards and Guidelines. Furthermore, comments from the local Historic Preservation Commission were provided to our office wherein they understood reasons for the demolition of the property. We therefore have no objections to the commencement of demolition activities.

In our opinion, the terms of the MOA have been satisfied and the City is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

Sincerely,

Anne E. Haaker
Deputy State Historic
Preservation Officer



c: Melanie Haywood, U.S. Department of Housing and Urban Development
Jaime Loichinger, Advisory Council on Historic Preservation
Emily Ramsey, MacRostie Historic Advisors LLC
ILHISTORY.GOV

Wayne Dust

From: Bryjka, Darius <Darius.Bryjka@illinois.gov>
Sent: Thursday, October 23, 2014 9:45 AM
To: Haaker, Anne
Cc: Austin Crull
Subject: RE: Watch Factory - City of Rockford

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Austin,

The re-exposed exterior walls of the watch factory should be repaired with an appropriate brick, mortar, and if applicable, windows. Historic openings can have windows reinstalled or can be infilled with brick of similar size, color, and texture as the historic; an exact match is not necessary if it comes reasonably close. In these historic window and door openings, the brick infill should be recessed one wythe of brick to preserve the appearance of a former opening. If windows are reinstalled, they should match the dimensions, profiles, and configurations of the historic windows and should be either wood or aluminum-clad wood windows. Other openings, such as hallways which were created to connect with subsequent additions, should be infilled in the same manner but flush with the exterior wall (ie, not recessed as in the historic openings). Concrete block or other materials can be used on the interior but they should not be visible from the exterior; that outermost visible exterior layer should be brick, again providing a reasonable match to the historic brick.

Please don't hesitate to contact me with any questions. I will be in and out of the office today and tomorrow for various meetings but if you leave me a message I will return the call as soon as I can.

Regards,

Darius Bryjka

Project Reviewer
Preservation Services Division
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, IL 62701
217-558-8918
darius.bryjka@illinois.gov

From: Haaker, Anne
Sent: Tuesday, October 21, 2014 4:56 PM
To: Bryjka, Darius
Cc: Austin.Crull@rockfordil.gov
Subject: FW: Watch Factory - City of Rockford

Darius, can you answer Austin's questions? Thanks. Anne

From: Austin Crull [<mailto:Austin.Crull@rockfordil.gov>]
Sent: Tuesday, October 21, 2014 4:16 PM
To: Haaker, Anne
Subject: Watch Factory - City of Rockford

Anne,

I have a few questions regarding the partial demolition of the former watch factory. As you are probably aware, the watch factory is part of the new Downtown Sports Center Project that will be commencing in the next month or so. The current plans call for the "L" shaped building (former watch factory – yellow brick building) to be preserved, while the adjacent buildings are to be demolished. The proposed upper tier parking lot will incorporate the existing "L" shaped building into the layout plans. The parking lot pavement will complement the building with new areas to park.

During the many renovations and additions throughout the years, the watch factory building has experienced a lot of construction weariness. The outside brick walls that are to be exposed have many holes, half way openings, missing windows, etc. What are the requirements for the outside of the building after the adjacent buildings are demolished? Can we install block walls to help structurally stabilize the outside walls or do we have to fix with matching yellow brick? Finding this type of brick that is still usable for repair will be very difficult.

Please let me know what is required by the IHPA after the demolition is completed. I am available the rest today and tomorrow via email or phone.

Thanks

Austin Crull
Senior Project Manager
City of Rockford
(815) 987-5637 Office
(815) 967-7058 Fax
(815) 209-7437 Cell

APPENDIX G

North Face



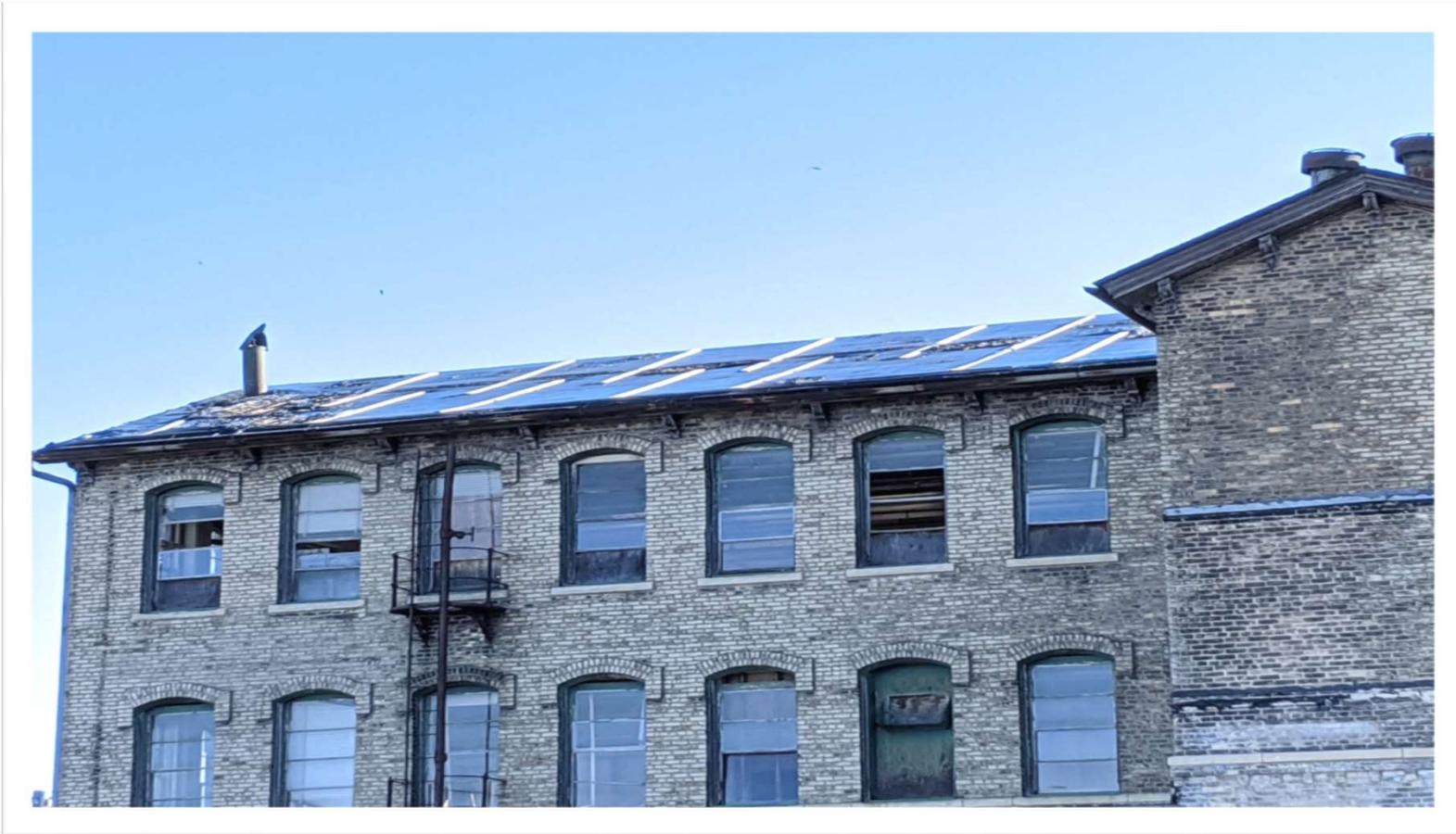
West Face



South Face



Roof



Ingersoll Sentential Park - East



UW Health Sports Factory - West



Hotel Kate - Northeast



APPENDIX F



201 N. 6th Street
Rockford, IL 61107
815.962.9000 | fax 815.962.7978
andersonenveng.com

Asbestos Inspection
Original Building of the
Rockford Watch Factory

325 South Madison
Rockford, Illinois 61104

AEE Job # 133.106
January 27, 2015

Prepared for:
Mr. Austin Crull
City of Rockford
425 E. State Street
Rockford, IL 61101

Prepared By:

A handwritten signature in black ink, appearing to read "Stephanie K. Jury".

Stephanie K. Jury
Industrial Hygienist
IDPH # 100-19178

Table of Contents

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Appendix A - Table 1: ACM Material Table

Appendix B - ACM Material Maps

Appendix C – Photographs

Appendix D – Laboratory Results

EXECUTIVE SUMMARY

December 22 and 23, 2014, Anderson Environmental & Engineering Company (AEE) conducted a pre-renovation inspection limited to the original central portion of the Rockford Watch Company 325 South Madison Street in Rockford, Illinois. Mr. Austin Crull with the City of Rockford (City) requested this inspection to identify the asbestos-containing materials (ACM) that need to be addressed before the renovation of the facility.

The original 1937 structure of the Rockford Watch Factory was inspected as outlined in Appendix B. The building foundation is stone, brick and mortar construction with a shingle-felt roofing system with an elevator penthouse.

ACM:

Interior:

- ◆ 9"x9" Orange Speckled Floor Tile Only
- ◆ 9"x9" Beige w/ Maroon Streaks Floor Tile Only
- ◆ 12"x12" White Marble Floor Tile Only
- ◆ 12"x12" Beige Floor Tile & Black Mastic
- ◆ Plaster Skim Coat
- ◆ 1'x1' Ceiling Tile Brown Mastic
- ◆ Pipe Elbow Insulation Throughout
- ◆ Pipe Runs (Air cell) Throughout
- ◆ Large Valve Insulation
- ◆ Brown Wall Mastic Brown
- ◆ Black Sink Undercoating
- ◆ Interior Window Caulk
- ◆ Window Glazing

Exterior:

- ◆ Shingles & Felt Roof
- ◆ Brown/Gray Roof Penetration Mastic
- ◆ Rolled Roof over Shingles & Felt
- ◆ Exterior Cement board (Transite)
- ◆ Dark Gray Perimeter Mastic on Penthouse
- ◆ Exterior Window Glazing on Penthouse
- ◆ White/ Gray Perimeter Caulk on Penthouse

1.0 Introduction

December 22 & 23 2014, Anderson Environmental & Engineering (AEE) performed a pre-renovation asbestos inspection at 325 South Madison in Rockford Illinois. Mr. Austin Crull with the City of Rockford requested this inspection to identify the asbestos-containing materials (ACM) that need to be addressed before renovating of the facility.

2.0 Inspection Procedures

2.1 Building Inspection

The purpose of this inspection was to identify the existence, extent, and condition of friable and non-friable ACM in the building prior to renovation. Bulk samples were collected from suspect materials and analyzed for asbestos content and materials were assessed and categorized for damage and friability based on homogeneous areas and accessibility of the material.

2.2 Bulk Sampling

Suspect ACM was identified and assessed by homogeneous area. A homogeneous area is defined as a single material, uniform in texture and appearance, installed at one time and unlikely to consist of more than one type or formulation of material. In cases where joint compound and/or tape has been applied to wallboard (gypsum board) materials were sampled separately to determine which component could be asbestos containing. The same applies to plaster wall systems with skim coat over the plaster. During renovation or demolition the wall becomes an integrated "system" and if one or both materials are positive the whole wall system should be treated as such.

Each homogeneous area was given a unique material identification number. Each ID number begins with a number 1 through 8. 1=floors; 2=walls; 3=ceilings; 4=HVAC; 5=TSI; 6=Fireproofing; 7=Other/misc; 8=roofing. This number is followed by a letter specific to the set of that material sampled, followed by number specific to how many samples taken within the set. The last number is the sequential number of how many individual samples were taken.

The number of samples collected from each homogeneous area generally are followed by the US Environmental Protection Agency (EPA) and Asbestos Hazard Emergency Response Act (AHERA) regulations (40CFR 763.86). At a minimum three (3) samples were taken for each material. Friable and surfacing materials were sampled based on square footage of the material as listed below.

- < 1,000 sf = 3 samples
- 1,000 -5,000 sf = 5 samples
- > 5,000 sf = 7 samples

2.3 Bulk Sample Analysis

Samples taken were placed in a six-millimeter polyethylene bag, labeled, mapped and shipped via FedEx to MicroAnalytical in Milwaukee, WI. MicroAnalytical is accredited under the National Voluntary Laboratory Accreditation Program (NIST-NVLAP) and is accredited by the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program. Samples were analyzed by Polarized Light Microscopy (PLM).

EPA's National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations define ACM as material containing greater than 1% asbestos by weight; materials containing 1% or less are not considered regulated ACM by the EPA. Further NESHAP regulations state that any sample found to contain less than ten percent asbestos but greater than "non-detect" by visual estimation method using PLM analysis must be assumed to contained over 1% asbestos unless confirmed by NESHAP point count analysis.

3.0 Inspection Results

3.1 Asbestos Containing Materials

Table 1, Appendix A lists the asbestos containing materials are categorized by material, friability and visual appearance as defined on the following page.

Friability determinations listed below are defined by EPA's NESHAP regulations.

- **FRIABLE/ REGULATED ACM-** is any material containing more than 1% (as determined by PLM) asbestos as determined using Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. The following friable asbestos containing materials were found:
 - * Skim coat on plaster

*Skim coat sample found positive in one sample on the 2nd floor. Additional samples were taken- pending results.

 - Thermal system pipe elbows, pipe runs and large valves (throughout)
 - Interior Window Caulk (very poor condition)
 - Interior / Exterior Window Glazing (poor condition)
 - Exterior Window Glazing on Penthouse
- **CATEGORY 1 NON-FRIABLE** – material is pliable (not brittle), breaks by tearing rather than fracturing and does not easily release asbestos fibers upon breaking. Category I Non-Friable materials include resilient floor coverings, asphalt roofing materials, gaskets, and packing. The following types of Category I Non-Friable asbestos were identified:
 - 9"x9" Orange Speckled Floor Tile
 - 9"x9" Beige w/ Maroon Streaks

- 12"x12" White Marble Floor Tile
- 12"x12" Beige Floor Tile & Black Mastic
- Shingles & Felt Roofing System
- Brown/Gray Roof Penetration Mastic
- Rolled Roof over Shingles & Felt
- Dark Gray Perimeter Mastic on Penthouse
- White/Gray Perimeter Caulk on Penthouse

EPA guidance recommends analysis of non-friable materials by PLM with gravimetric reduction due to the high number of false negative PLM analyses for these types of materials. Asbestos fibers in these materials are often below the detection capabilities of the optical PLM microscope and cannot be detected. Gravimetric reduction includes high temperature ashing and acid digestion and is normally performed prior to Transmission Electron Microscopy (TEM) analysis. Gravimetric reduction of non-friable samples prior to PLM analysis enhances the detection of fibers. If no asbestos is detected by this method, TEM is recommended for definitive analysis.

- **CATEGORY II NON-FRIABLE** – material is not pliable, breaks by fracturing rather than tearing, and does release some asbestos fibers upon breaking; these materials should be addressed during renovation activities that would disturb the material and are removed prior to demolition activities since they are normally rendered friable during demolition and/or handling, transporting and disposal. Category II Non-Friable materials include any non-friable asbestos containing material that is not in Category I (i.e. transite siding). The following types of Category II Non-Friable asbestos were identified:
 - Exterior Cement board (Transite)
 - Wall Mastic Brown (Basement)

3.2 Non-Asbestos Containing Materials

The following materials were tested and found to contain *no* asbestos (or less than 1%):

- 9"x9" Beige w. Brown Waves Floor Tile & Black Mastic
- Green Ceramic Tile & Grout
- 6"x6" Red Clay Floor Tile & Grout
- 12"x12" Beige Checkered Floor Tile & Glue
- Brown Stone Ceramic Tile & Grout
- 12"x12" Green Checkered Floor Tile & Mastic
- White Ceramic Tile & Grout
- Carpet Mastic
- Sheet Vinyl
- 12"x12" Black Floor Tile & Mastic
- Drywall and Joint Compound (point counted 0.25%)
- Plaster Drywall Wallboard
- Stair Tread Mastic
- 4"x4" White Ceramic Tile & Grout w/ Brown Mastic
- Lightweight Concrete

- Shower Wallboard
- Exterior Orange Brick & Mortar
- Yellow Brick & Mortar
- 2'x2' Fissured Ceiling Tile
- Plaster Ceiling
- 2'x4' Fissured Ceiling Tile
- 2"x2' Small Fissured Ceiling Tile
- 1'x1' Fiberboard Ceiling Tile w/ Brown Mastic
- 1'x1' Fissured Ceiling Tile w/ Brown Mastic
- 2'x2' Texture Ceiling Tile
- Covebase Mastic (2 types) (<0.25% point counted)

3.3 Bulk Sample Analytical Results

Table 1, Appendix A of this report, lists all the asbestos containing materials with location, type of asbestos, condition and amount. Analytical results are located in Appendix D.

3.4 Damage and Hazard Assessment

Each homogeneous area of ACM was assessed for existing damage and accessibility.

- ◆ Plaster is in deteriorating condition

3.5 Assumed Asbestos-Containing Materials

Due to factors of accessibility, weather, condition of the material, or non-destructive methods or requests, some materials are assumed in-place to contain asbestos. Listed in this section are materials assumed to contain asbestos and should be treated as such.

- ◆ Green Terrazzo (Basement; Room 43)
- ◆ Ceramic Tile 1st Floor Vault

3.6 Inaccessible areas

- ◆ Elevator Penthouse

Suspect materials that were hidden or inaccessible may not have been characterized during this inspection. Therefore, when conducting a renovation or demolition activities any material not identified in this report as having been tested should be treated as suspect ACM until sampling confirms otherwise.

Due to the distinct possibility that conditions may exist which could not be identified within the scope of this preliminary inspection or which were not apparent during the site visit, any additional material discovered that has not been listed above must be assumed to be asbestos containing; or, if non-friable material becomes damaged or rendered friable during the renovation/demolition activities, proper abatement procedures must immediately be instituted.

4.0 Cost Estimate

Cost removal estimate can be found in Appendix A, Table 1. These estimates are provided for budgeting and planning only and do not have a level of accuracy sufficient to be used as a construction design cost estimate. The actual cost of asbestos removal is dependent on factors such as the contractor, size of the job, required time frame for removal, time of year and economic factors. Contractors should field verify quantities for accurate price bidding. These estimates do not include replacement costs or the cost for asbestos abatement design and management consulting services.

5.0 Project Limitations

This project was performed using, as a minimum, practices consistent with standards acceptable within the industry at this time, and a level of diligence typically exercised by environmental consultants performing similar services. AEE assumes no responsibility for omissions or errors resulting from inaccurate information, or data provided by sources outside of AEE or from public records.

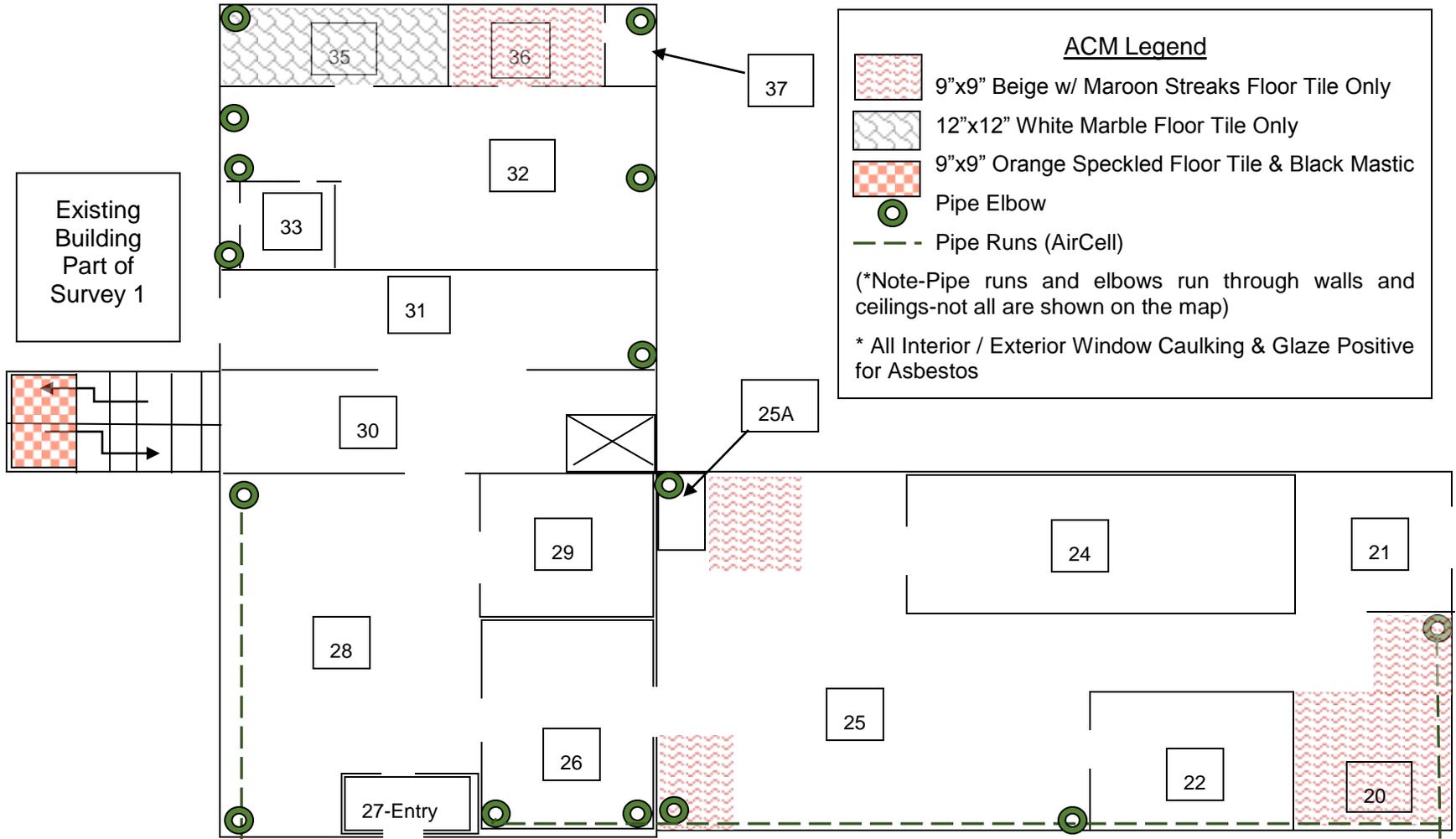
It is emphasized that the final decision on how much risk to accept always remains with the client since AEE is not in a position to fully understand all of the client's needs. Clients with a greater aversion to risk may want to take additional actions while others, with less aversion to risk, may want to take no further action.

Appendix A

Table 1: ACM Material Table

| Sample # | Material Description | Location | Asbestos Type & % | Condition | Amount sf (square feet) lf (linear feet) | Removal Cost Unit |
|-----------------|-----------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------|------------------|---------------------------------------------------------|------------------------------|
| 1F1-16 | 9"x9" Orange Speckled Floor Tile Only | 2 nd Floor Room: 23 & 1 st Floor Rooms: 31, 31A, 33 | Floor Tile-2% Chrysotile | Good | 40 sf | \$2-3/sf |
| 1H1-22 | 9"x9" Beige w/ Maroon Streaks Floor Tile Only | 2 nd Floor Room: 20 | Floor Tile- 8% Chrysotile | Good | 580 sf | \$2-3/sf |
| 1I1-25 | 12"x12" White Marble Floor Tile Only | 1 st Floor: Room 35 | Floor Tile- 2% Chrysotile | Good | 156 sf | \$2-3/sf |
| 1J1-28 | 12"x12" Beige Floor Tile & Black Mastic | 1 st Floor: Rooms: 40-44 | Floor Tile- 2% Chrysotile Black Mastic – 10% Chrysotile | Good | 1,512 sf | \$2-3/sf |
| 2A3-48 | Plaster Skim Coat | Throughout | Point Counted – 1.5% Chrysotile | Good | 500 sf | \$2-3 sf |
| 3A1-84 | 1'x1' Fiberglass Ceiling Tile Mastic | Throughout 3 rd & 2 nd Floor | 2% Chrysotile | Good | 10,000 sf | \$4-5/sf |
| 5A1-109 | Pipe Run Insulation Air Cell | Throughout Including Penthouses | 45% Chrysotile | Good | 2,000 lf | \$25-30/ elbow |
| 5B1-116 | Pipe Elbow Insulation | Throughout Including Penthouses | 15% Amosite 5% Crocidolite | Good | 100 elbows | \$16-20/lf |
| 5C1-123 | Large Valve Insulation w/ Fiberglass | Boiler | 15% Amosite 5% Crocidolite | Good | 50 sf | \$2-3/sf |
| 7D1-138 | Black Sink Undercoating | 3 rd Floor- Room 5C | 5% Chrysotile | Good | 1 sink | \$2-3/sf |
| 7E1-141 | Wall Mastic Brown | Basement | 10% -Chrysotile | Good | 25 sf | \$2-3/sf |
| 7F1-144 | Interior Window Caulking | Throughout | 3%- Chrysotile | Poor | 300 lf | |
| 7G2-148 | Window Glaze | Throughout | 2%- Chrysotile | Slightly Damaged | 5 sf | \$2-3/sf |
| 8A1-150 | Roof Shingle & Felt | Roof | 10%- Chrysotile | Good | 7,000 sf | \$5-6/sf |
| 8B1-153 | Roof Penetration Mastic | Roof | 15% Chrysotile | Good | 80 sf | \$ 2-3/sf |
| 8C1-156 | Rolled Roof over Shingle & Felt | Roof | 2% Chrysotile | Good | 214 sf | \$2-3/sf |
| 8D1-159 | Cement Board "Transite" | Roof Penthouse | 20% Chrysotile | Good | 250 sf | \$4-5/sf |
| 8E1-162 | Dark Gray/ Black Roof Penetration Mastic | Roof Penthouse | 10% Chrysotile | Good | 15 sf | \$2-3/sf |
| 8F1-165 | Exterior Window Glaze Penthouse | Roof Penthouse | 2% Chrysotile | Good | 2 sf | \$2-3/sf |
| 8G1-168 | White/Gray Perimeter Caulk | Roof Penthouse | 15% Chrysotile | Good | 2 sf | \$2-3/sf |

Appendix B



Anderson
 environmental & engineering

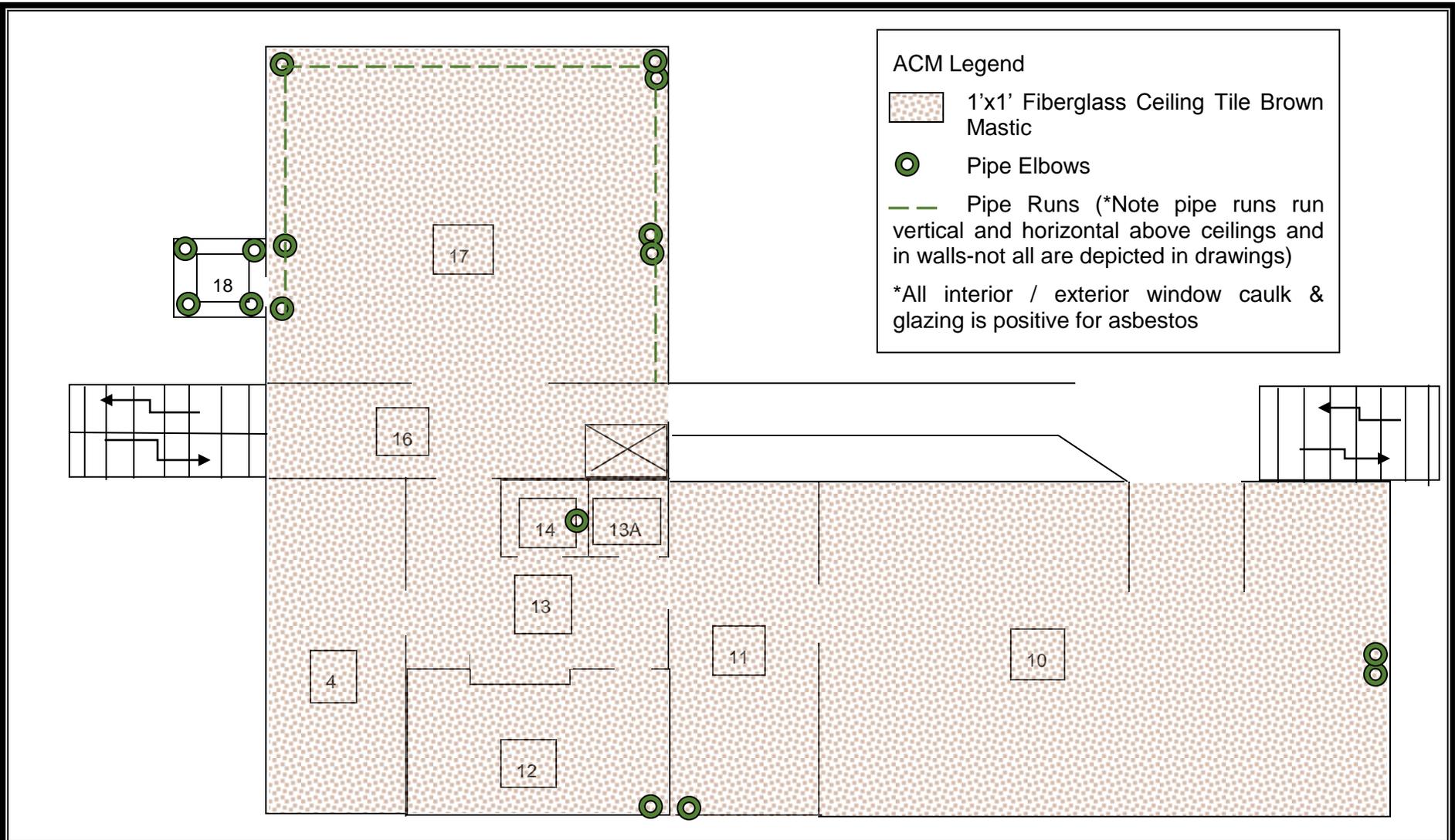
ACM Material Location Map



City of Rockford
 Original Rockford Watch Factory
 325 S. Madison Street
 Rockford, Illinois

Project Number
 133.106

1st Floor



ACM Legend

 1'x1' Fiberglass Ceiling Tile Brown Mastic

 Pipe Elbows

 Pipe Runs (*Note pipe runs run vertical and horizontal above ceilings and in walls-not all are depicted in drawings)

*All interior / exterior window caulk & glazing is positive for asbestos

Anderson
 environmental & engineering

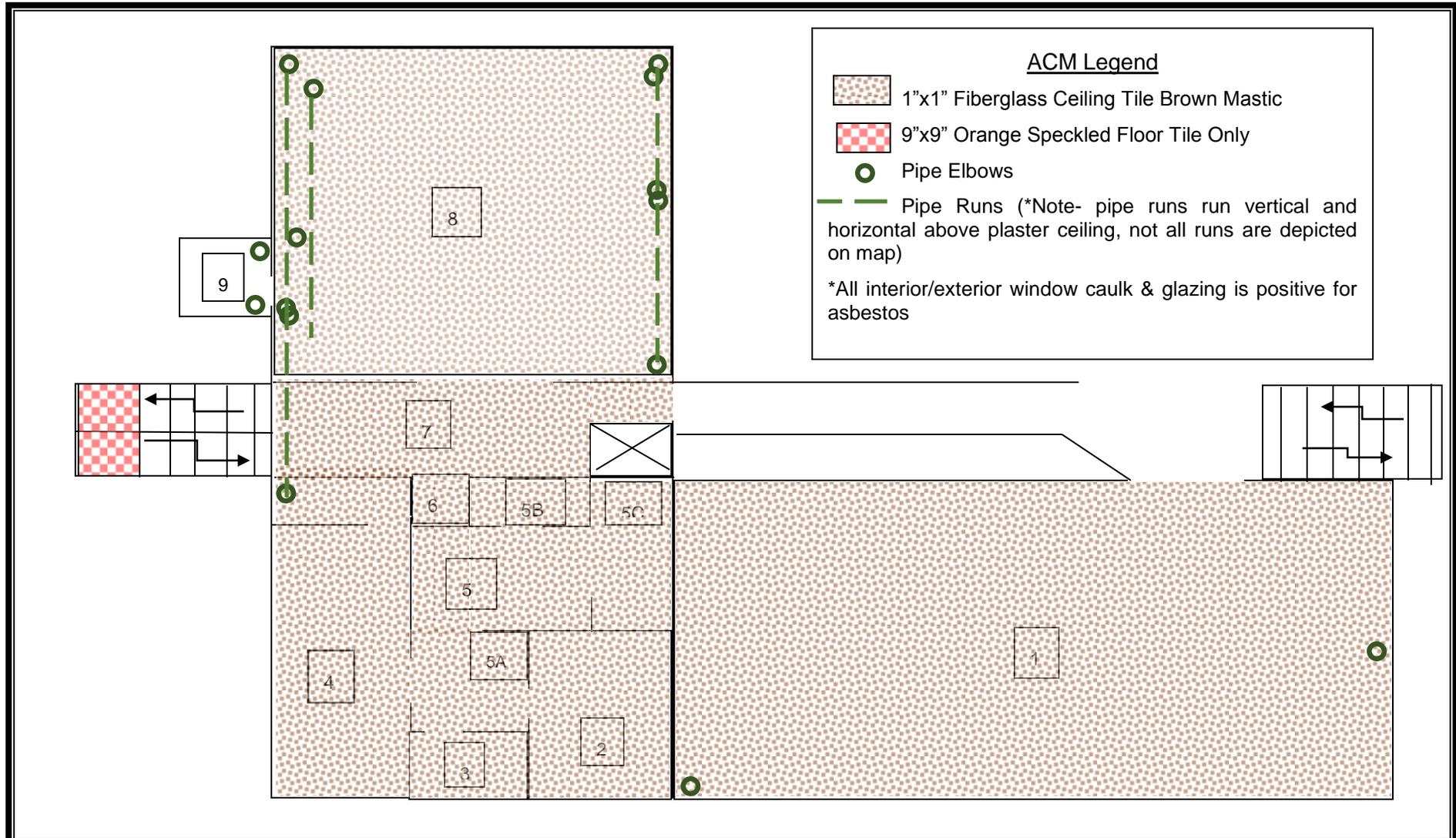
ACM Material Location Map



City of Rockford
 Original Rockford Watch Factory
 325 S. Madison Street
 Rockford, Illinois

Project Number
 133.106

2nd Floor



ACM Legend

-  1"x1" Fiberglass Ceiling Tile Brown Mastic
-  9"x9" Orange Speckled Floor Tile Only
-  Pipe Elbows
-  Pipe Runs (*Note- pipe runs run vertical and horizontal above plaster ceiling, not all runs are depicted on map)

*All interior/exterior window caulk & glazing is positive for asbestos

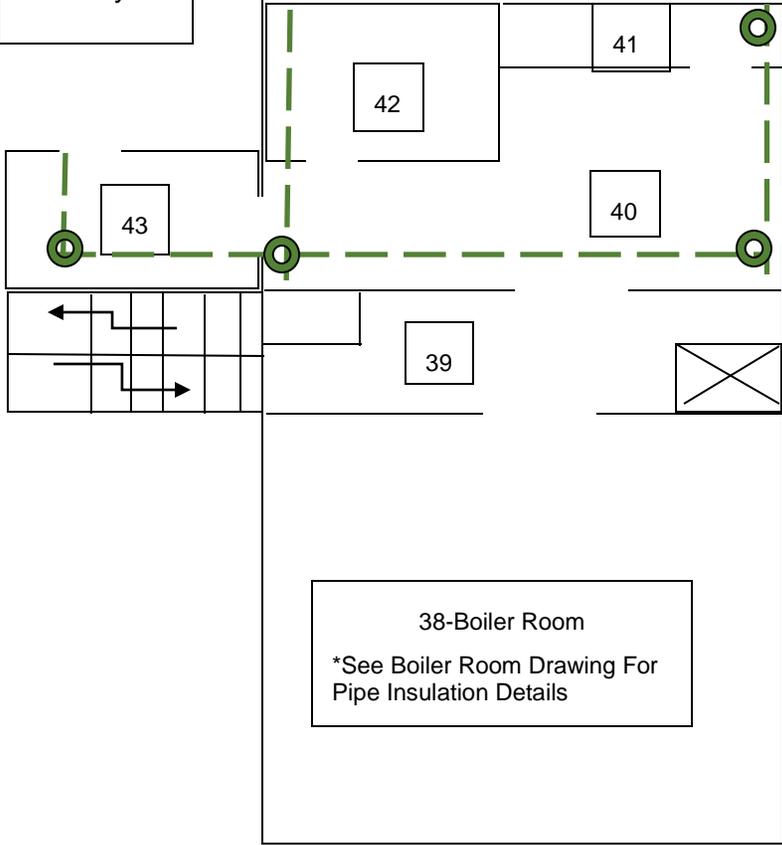


| | | |
|----------------------------------------------------------------------------------------------------|-----------------------------|---------------------------------------------------------------------------------------|
| ACM Material Location Map | |  |
| City of Rockford Original Rockford Watch Factory 325 S. Madison Street Rockford, Illinois | | |
| Project Number 133.106 | 3rd Floor | |

Existing Building Part of Survey 1

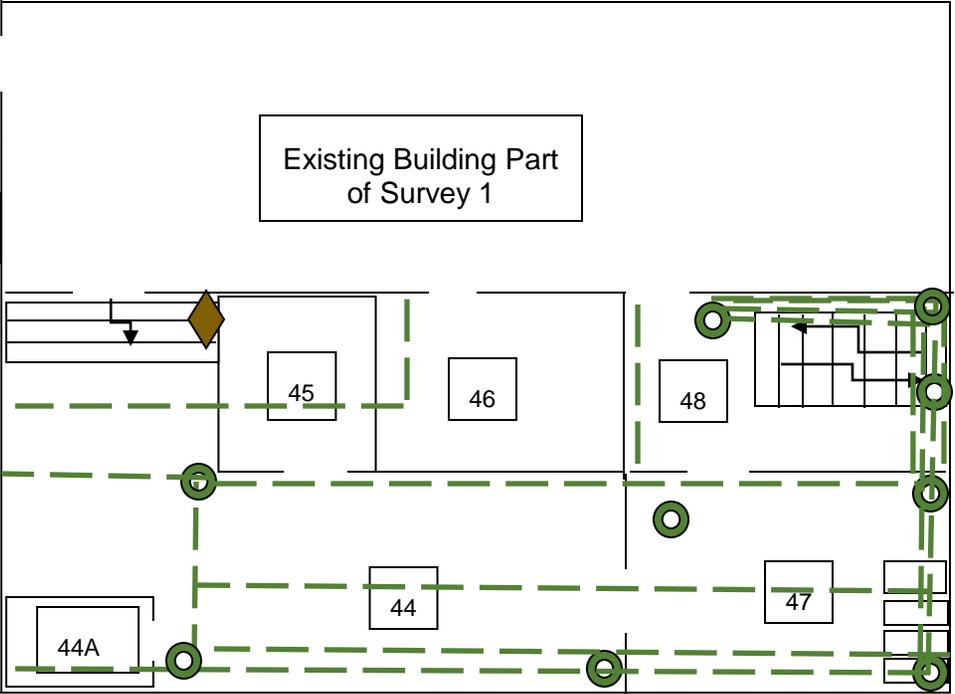
ACM Legend

-  Wall Mastic
-  Pipe Elbows
-  Pipe Runs (*Note- pipe runs run vertical and horizontal above plaster ceiling, not all runs are depicted on map)



38-Boiler Room
*See Boiler Room Drawing For Pipe Insulation Details

Existing Building Part of Survey 1



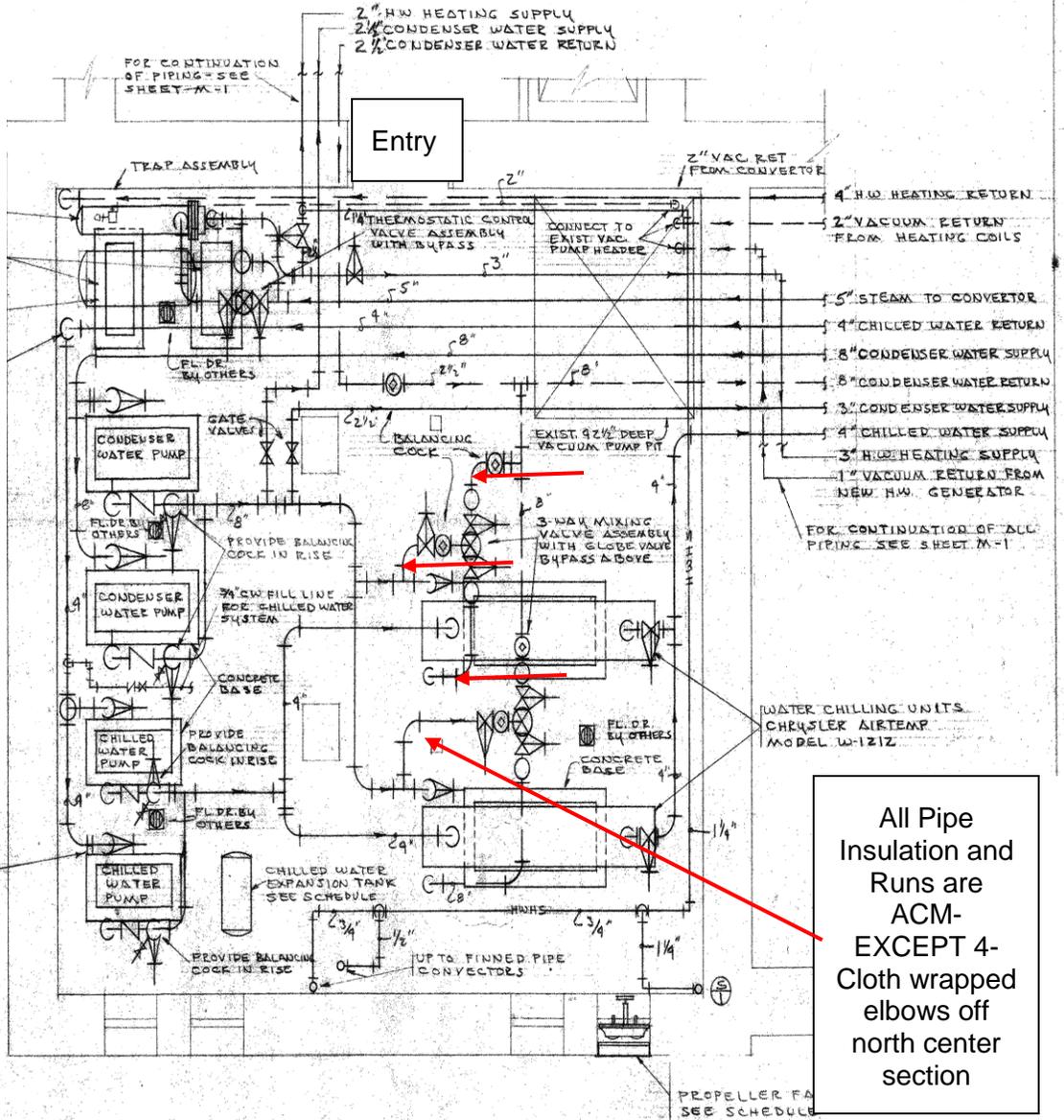
ACM Material Location Map



City of Rockford
Original Rockford Watch Factory
325 S. Madison Street
Rockford, Illinois

Project Number
133.106

Basement



All Pipe
Insulation and
Runs are
ACM-
EXCEPT 4-
Cloth wrapped
elbows off
north center
section

**BASEMENT EQUIPMENT ROOM
MECHANICAL PLAN**
SCALE 1/4" = 1'-0"

Material Location Map

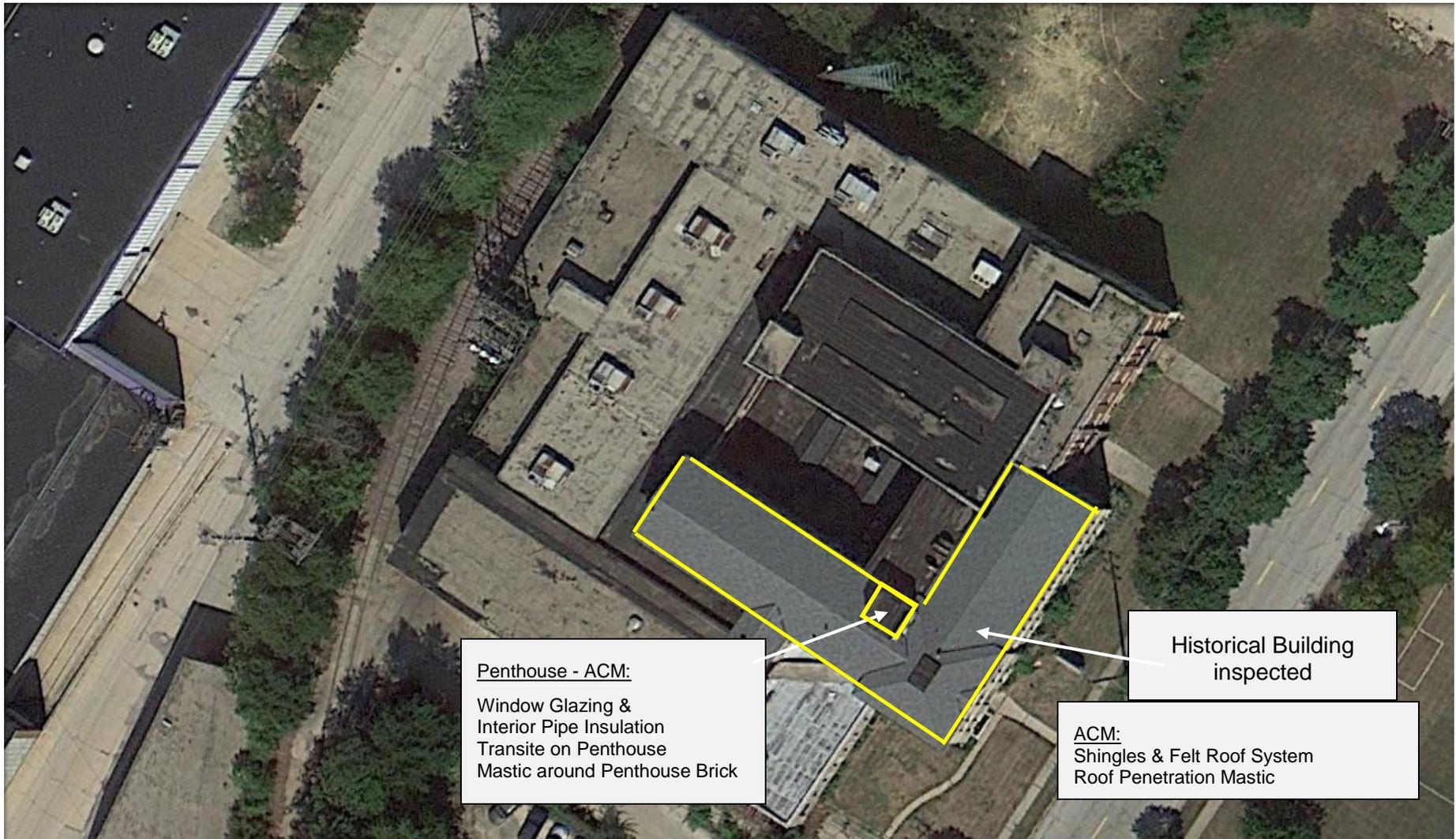


Original Rockford Watch Company
325 South Madison Street
Rockford, Illinois



Project Number
#133.106

Boiler Room



Penthouse - ACM:
 Window Glazing &
 Interior Pipe Insulation
 Transite on Penthouse
 Mastic around Penthouse Brick

Historical Building
 inspected

ACM:
 Shingles & Felt Roof System
 Roof Penetration Mastic

Anderson
 environmental & engineering

Roof Layout-ACM Map



Rockford Watch Factory
 325 S. Madison Street
 Rockford, Illinois

Project Number
 133.106

Roof

Appendix C



Photo #1

Date: 12/22/14

Location: Stair Platform

Description: 9"x9" Orange
Speckled Floor Tile & Mastic

***2% Chrysotile Positive
Floor Tile Only**



Photo #2

Date: 12/22/14

Location: 1st Floor; Room 20,
25, 36

Description: 9"x9" Beige w/
Maroon Streaks Floor Tile &
Black Mastic

***8% Chrysotile Positive
Floor Tile Only**



Photo #3

Date: 12/22/14

Location: 1st Floor; Room 35

Description: 12"x12" White
Marble Floor Tile & Mastic

***2% Chrysotile Positive
Floor Tile Only**



Photo #4

Date: 12/22/14

Location: 1st Floor, Room 32

Description: 12"x12" Beige
Floor Tile & Black Mastic

***2% Chrysotile Positive
Floor Tile**

***10% Chrysotile Positive
Black Mastic**



Photo #5

Date: 12/22/14

Location: Throughout 2nd & 3rd
Floor

Description: 1"x1" Fiberglass
Ceiling Tile w/ Brown Mastic

***2% Chrysotile Positive
Brown Mastic**



Photo #6

Date: 12/22/14

Location: Throughout

Description: Pipe Insulation
Run (Air Cell)

***45% Chrysotile Positive**



Photo #7
Date: 12/22/14

Location: Throughout

Description: Pipe Elbow
Insulation

***15% Amosite &
5% Crocidolite Positive
Asbestos Pipe Elbows**

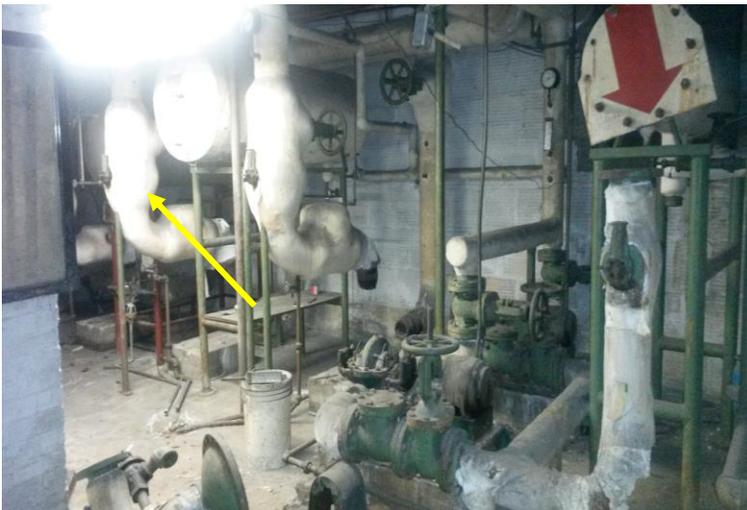


Photo #8
Date: 12/22/14

Location: Throughout

Description: Large Valve
Insulation

***15% Amosite &
5% Crocidolite Positive
Asbestos Valve Insulation**



Photo #8
Date: 12/22/14

Location: 3rd Floor;

Description: Black Sink
Undercoating

***5% Chrysotile Black Sink
Undercoating**



Photo #9
Date: 12/22/14

Location: Throughout

Description: Brown Wall Mastic

***5% Chrysotile Positive
Brown Wall Mastic**



Photo #10
Date: 12/22/14

Location: Throughout

Description: Interior Window Caulking

***3% Chrysotile Positive
Interior Window Caulk**



Photo #11
Date: 12/22/14

Location: Throughout

Description: Window Glazing

***2% Chrysotile Positive
Window Glazing**



Photo #12
Date: 12/22/14

Location: Roof

Description: Shingles & Felt
Roof Core

***3% Chrysotile**



Photo #13
Date: 12/22/14

Location: Roof

Description: Roof Penetration
Mastic

***15% Chrysotile Positive
Roof Penetration Mastic**



Photo #14
Date: 12/22/14

Location: Roof Penthouse

Description: Cement Panels
"Transite"

***20% Chrysotile Positive
Traniste Wall Panels**



Photo #15
Date: 12/22/14

Location: Roof

Description: Exterior Window
Glaze - Penthouse

***2% Chrysotile Positive
Exterior Window Glazing**



Photo #15
Date: 12/22/14

Location: Roof

Description: White &
Black/Gray Roof Penetration
Mastic

***10-15% Chrysotile Positive
Perimeter Caulk &
Penetration Mastic**

Appendix D

MICRO ANALYTICAL, INC.

11521 West North Avenue
Milwaukee, WI 53226
(800) 771-9820 (414) 771-0855
Fax: (414) 771-6570

BULK ASBESTOS ANALYTICAL REPORT
Utilizing PLM and Dispersion Stain Technique

Customer: Anderson Environmental
& Engineering, Co.
201 N. Sixth Street
Rockford, IL 61107

Report #: 135476
Received: 26-Dec-2014
Analyzed: 06-Jan-2015

Job ID: 133.106 - City of Rockford

| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|-------------------|-------------------|------------------------------------------------|-----------------------------------|--------------|----------------|
| 133.106-1A1-1 | None Detected | 20% Cellulose | 80% | Tan | Floortile |
| 133.106-1A1 II | None Detected | | 100% | Brown | Mastic |
| 133.106-1A1 III | None Detected | 50% Cellulose | 50% | Black | Compressed |
| 133.106-1A2-2 | None Detected | 20% Cellulose | 80% | Tan | Floortile |
| 133.106-1A2-2 II | None Detected | | 100% | Brown | Mastic |
| 133.106-1A2-2 III | None Detected | 50% Cellulose | 50% | Black | Compressed |
| 133.106-1A3-3 | None Detected | 20% Cellulose | 80% | Tan | Floortile |
| 133.106-1A3-3 II | None Detected | | 100% | Brown | Mastic |
| 133.106-1A3-3 III | None Detected | 50% Cellulose | 50% | Black | Compressed |
| 133.106-1B1-4 | None Detected | | 100% | Green | Ceramic Tile |
| 133.106-1B2-5 | None Detected | | 100% | Green | Ceramic Tile |
| 133.106-1B2-5 II | None Detected | | 100% | Gray | Compact |
| 133.106-1B3-6 | None Detected | | 100% | Green | Ceramic Tile |
| 133.106-1B3-6 II | None Detected | | 100% | Gray | Compact |
| 133.106-1C1-7 | None Detected | | 100% | Tan | Floortile |
| 133.106-1C1-7 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1C2-8 | None Detected | | 100% | Tan | Floortile |
| 133.106-1C2-8 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1C3-9 | None Detected | | 100% | Tan | Floortile |
| 133.106-1C3-9 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1D1-10 | None Detected | | 100% | Brown | Ceramic Tile |
| 133.106-1D1-10 II | None Detected | | 100% | Gray | Compact |
| 133.106-1D2-11 | None Detected | | 100% | Brown | Ceramic Tile |

| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|--------------------|----------------|---------------------------------------|---------------------------|-------|--------------|
| 133.106-1D2-11 II | None Detected | | 100% | Gray | Compact |
| 133.106-1D3-12 | None Detected | | 100% | Brown | Ceramic Tile |
| 133.106-1D3-12 II | None Detected | | 100% | Gray | Compact |
| 133.106-1E1-13 | None Detected | | 100% | Green | Floortile |
| 133.106-1E1-13 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1E1-13 III | None Detected | 50% Cellulose | 50% | Black | Compressed |
| 133.106-1E1-13 IV | None Detected | | 100% | Brown | Mastic |
| 133.106-1E2-14 | None Detected | | 100% | Green | Floortile |
| 133.106-1E2-14 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1E2-14 III | None Detected | 50% Cellulose | 50% | Black | Compressed |
| 133.106-1E3-15 | None Detected | | 100% | Green | Floortile |
| 133.106-1E3-15 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1E3-15 III | None Detected | 50% Cellulose | 50% | Black | Compressed |
| 133.106-1F1-16 | 2% Chrysotile | | 98% | Brown | Floortile |
| 133.106-1F1-16 II | None Detected | | 100% | Black | Mastic |
| 133.106-1F2-17 II | None Detected | | 100% | Black | Mastic |
| 133.106-1F3-18 II | None Detected | | 100% | Black | Mastic |
| 133.106-1G1-19 | None Detected | | 100% | White | Compact |
| 133.106-1G2-20 | None Detected | | 100% | White | Compact |
| 133.106-1G3-21 | None Detected | | 100% | White | Compact |
| 133.106-1H1-22 | 8% Chrysotile | | 92% | Brown | Floortile |
| 133.106-1H1-22 II | None Detected | | 100% | Black | Mastic |
| 133.106-1H2-23 II | None Detected | | 100% | Black | Mastic |
| 133.106-1H3-24 II | None Detected | | 100% | Black | Mastic |
| 133.106-1I1-25 | 2% Chrysotile | | 98% | Tan | Floortile |
| 133.106-1I1-25 II | None Detected | | 100% | Black | Mastic |
| 133.106-1I2-26 II | None Detected | <1% Cellulose | 100% | Black | Mastic |
| 133.106-1I3-27 II | None Detected | <1% Cellulose | 100% | Black | Mastic |
| 133.106-1J1-28 | 2% Chrysotile | | 98% | Beige | Floortile |
| 133.106-1J1-28 II | 10% Chrysotile | | 90% | Black | Mastic |
| 133.106-1K1-31 | None Detected | | 100% | Tan | Ceramic Tile |
| 133.106-1K1-31 II | None Detected | | 100% | Gray | Compact |
| 133.106-1K2-32 | None Detected | | 100% | Tan | Ceramic Tile |
| 133.106-1K2-32 II | None Detected | | 100% | Gray | Compact |
| 133.106-1K3-33 | None Detected | | 100% | Tan | Ceramic Tile |

| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|--------------------|---------------|---------------------------------------|---------------------------|-----------|--------------|
| 133.106-1K3-33 II | None Detected | | 100% | Gray | Compact |
| 133.106-1L1-34 | None Detected | | 100% | Tan | Mastic |
| 133.106-1L2-35 | None Detected | | 100% | Tan | Mastic |
| 133.106-1L3-36 | None Detected | | 100% | Tan | Mastic |
| 133.106-1M1-37 | None Detected | <1% Fibrous Glass 30% Cellulose | 70% | Yellow | Linoleum |
| 133.106-1M1-37 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1M2-38 | None Detected | <1% Fibrous Glass 30% Cellulose | 70% | Tan | Linoleum |
| 133.106-1M2-38 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1M3-39 | None Detected | <1% Fibrous Glass 30% Cellulose | 70% | Tan | Linoleum |
| 133.106-1M3-39 II | None Detected | | 100% | Tan | Mastic |
| 133.106-1M3-39 III | None Detected | | 100% | White | Compact |
| 133.106-1N1-40 | None Detected | | 100% | Black | Floortile |
| 133.106-1N1-40 II | None Detected | <1% Cellulose | 100% | Black | Mastic |
| 133.106-1N2-41 | None Detected | | 100% | Black | Floortile |
| 133.106-1N2-41 II | None Detected | 2% Cellulose | 98% | Black | Mastic |
| 133.106-1N3-42 | None Detected | | 100% | Brown | Mastic |
| 133.106-1O1-43 | None Detected | | 100% | Brown | Mastic |
| 133.106-1O2-44 | None Detected | | 100% | Brown | Mastic |
| 133.106-1O3-45 | None Detected | | 100% | Brown | Mastic |
| 133.106-2F1-69 | None Detected | | 100% | Tan | Ceramic Tile |
| 133.106-2F1-69 II | None Detected | | 100% | Tan | Mastic |
| 133.106-2F2-70 | None Detected | | 100% | Tan | Ceramic Tile |
| 133.106-2F2-70 II | None Detected | | 100% | Tan | Mastic |
| 133.106-2F3-71 | None Detected | | 100% | Tan | Ceramic Tile |
| 133.106-2F3-71 II | None Detected | | 100% | Tan | Mastic |
| 133.106-2G1-72 | None Detected | | 100% | Off-White | Compact |
| 133.106-2G2-73 | None Detected | | 100% | Off-White | Compact |
| 133.106-2G3-74 | None Detected | | 100% | Off-White | Compact |
| 133.106-2H1-75 | None Detected | | 100% | Off-White | Compact |
| 133.106-2H2-76 | None Detected | | 100% | Off-White | Compact |
| 133.106-2H3-77 | None Detected | | 100% | Off-White | Compact |
| 133.106-2I1-78 | None Detected | 30% Cellulose | 70% | Gray | Compact |
| 133.106-2I1-78 II | None Detected | | 100% | Tan | Mastic |

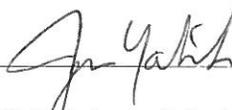
| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|--------------------|----------------|---------------------------------------|---------------------------|-------------------|---------|
| 133.106-2I2-79 | None Detected | 30% Cellulose | 70% | Gray | Compact |
| 133.106-2I2-79 II | None Detected | | 100% | Tan | Mastic |
| 133.106-2I2-79 III | None Detected | 30% Cellulose | 70% | Gray | Compact |
| 133.106-2I2-79 IV | None Detected | | 100% | Tan | Mastic |
| 133.106-2I3-80 | None Detected | 30% Cellulose | 70% | Gray | Compact |
| 133.106-2I3-80 II | None Detected | | 100% | Tan | Mastic |
| 133.106-2I3-80 III | None Detected | 30% Cellulose | 70% | Gray | Compact |
| 133.106-2I3-80 IV | None Detected | | 100% | Tan | Mastic |
| 133.106-2J1-81 | None Detected | | 100% | Multi- Colored | Compact |
| 133.106-2J2-82 | None Detected | | 100% | Multi- Colored | Compact |
| 133.106-2J3-83 | None Detected | | 100% | Multi- Colored | Compact |
| 133.106-2A1-46 | None Detected | | 100% | White | Compact |
| 133.106-2A2-47 | None Detected | | 100% | Off-White | Compact |
| 133.106-2A3-48 | <1% Chrysotile | | 100% | White | Compact |
| 133.106-2A4-49 | None Detected | | 100% | White | Compact |
| 133.106-2A5-50 | None Detected | | 100% | White | Compact |
| 133.106-2A6-51 | None Detected | | 100% | White | Compact |
| 133.106-2A7-52 | <1% Chrysotile | | 100% | White | Compact |
| 133.106-2B1-53 | None Detected | <1% Cellulose | 100% | Off-White | Compact |
| 133.106-2B2-54 | None Detected | <1% Cellulose | 100% | Off-White | Loose |
| 133.106-2B3-55 | None Detected | <1% Cellulose | 100% | Off-White | Compact |
| 133.106-2B4-56 | None Detected | <1% Cellulose | 100% | Off-White | Compact |
| 133.106-2B5-57 | None Detected | <1% Hair | 100% | Off-White | Loose |
| 133.106-2B6-58 | None Detected | | 100% | White | Compact |
| 133.106-2B7-59 | None Detected | | 100% | Off-White | Compact |
| 133.106-2C1-60 | None Detected | 10% Cellulose | 90% | White | Compact |
| 133.106-2C2-61 | None Detected | 10% Cellulose | 90% | White | Compact |
| 133.106-2C3-62 | None Detected | 10% Cellulose | 90% | White | Compact |
| 133.106-2D1-63 | None Detected | | 100% | White | Compact |
| 133.106-2D2-64 | <1% Chrysotile | | 100% | Off-White | Compact |
| 133.106-2D3-65 | None Detected | | 100% | White | Compact |
| 133.106-2E1-66 | None Detected | | 100% | Off-White | Compact |

| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|--------------------|---------------|---------------------------------------|---------------------------|-----------|------------|
| 133.106-2E1-66 II | None Detected | | 100% | Off-White | Compact |
| 133.106-2E1-66 III | None Detected | 10% Cellulose | 90% | White | Compact |
| 133.106-2E2-67 | None Detected | | 100% | Off-White | Compact |
| 133.106-2E2-67 II | None Detected | | 100% | Off-White | Compact |
| 133.106-2E2-67 III | None Detected | 10% Cellulose | 90% | White | Compact |
| 133.106-2E3-68 | None Detected | | 100% | Off-White | Compact |
| 133.106-2E3-68 II | None Detected | | 100% | Off-White | Compact |
| 133.106-3A1-84 | None Detected | 75% Fibrous Glass | 25% | Tan | Associated |
| 133.106-3A1-84 II | 2% Chrysotile | | 98% | Brown | Mastic |
| 133.106-3A2-85 | None Detected | 75% Fibrous Glass | 25% | Tan | Associated |
| 133.106-3A3-86 | None Detected | 75% Fibrous Glass | 25% | Tan | Associated |
| 133.106-3B1-87 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3B2-88 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3B3-89 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3C1-90 | None Detected | 83% Fibrous Glass 2% Cellulose | 15% | Off-White | Compressed |
| 133.106-3C2-91 | None Detected | 83% Fibrous Glass 2% Cellulose | 15% | Off-White | Compressed |
| 133.106-3C3-92 | None Detected | 83% Fibrous Glass 2% Cellulose | 15% | Off-White | Compressed |
| 133.106-3D1-93 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3D2-94 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3D3-95 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3E1-96 | None Detected | | 100% | Off-White | Compact |
| 133.106-3E1-96 II | None Detected | <1% Cellulose | 100% | Off-White | Compact |
| 133.106-3E2-97 | None Detected | | 100% | Off-White | Compact |
| 133.106-3E2-97 II | None Detected | <1% Cellulose | 100% | Off-White | Compact |
| 133.106-3E3-98 | None Detected | | 100% | Beige | Compact |
| 133.106-3E3-98 II | None Detected | <1% Hair | 100% | Off-White | Compact |
| 133.106-3E4-99 | None Detected | | 100% | Beige | Compact |
| 133.106-3E4-99 II | None Detected | <1% Hair | 100% | Off-White | Compact |

| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|--------------------|-------------------------------|---------------------------------------|---------------------------|-----------|--------------|
| 133.106-3E5-100 | None Detected | | 100% | Off-White | Compact |
| 133.106-3E5-100 II | None Detected | <1% Hair | 100% | Off-White | Compact |
| 133.106-3E6-101 | None Detected | | 100% | White | Compact |
| 133.106-3E6-101 II | None Detected | | 100% | Off-White | Compact |
| 133.106-3E7-102 | None Detected | | 100% | Off-White | Compact |
| 133.106-3E7-102 II | None Detected | | 100% | Off-White | Compact |
| 133.106-3F1-103 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Beige | Compressed |
| 133.106-3F2-104 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3F3-105 | None Detected | 35% Fibrous Glass 35% Cellulose | 30% | Gray | Compressed |
| 133.106-3G1-106 | None Detected | 75% Fibrous Glass | 25% | Yellow | Associated |
| 133.106-3G1-106 II | None Detected | | 100% | Brown | Mastic |
| 133.106-3G2-107 | None Detected | 75% Fibrous Glass | 25% | Yellow | Associated |
| 133.106-3G2-107 II | None Detected | | 100% | Brown | Mastic |
| 133.106-3G3-108 | None Detected | 75% Fibrous Glass | 25% | Yellow | Associated |
| 133.106-3G3-108 II | None Detected | | 100% | Brown | Mastic |
| 133.106-5A1-109 | 45% Chrysotile | 10% Cellulose | 45% | Off-White | Compressed |
| 133.106-5B1-116 | 15% Amosite 5% Crocidolite | 15% Fibrous Glass 10% Cellulose | 55% | Gray | Associated |
| 133.106-5C1-123 | 15% Amosite 5% Crocidolite | | 80% | White | Associated |
| 133.106-5D1-126 | None Detected | 83% Fibrous Glass 2% Cellulose | 15% | Gray | Loose |
| 133.106-5D2-127 | None Detected | 83% Fibrous Glass 2% Cellulose | 15% | Gray | Loose |
| 133.106-5D3-128 | None Detected | 83% Fibrous Glass 2% Cellulose | 15% | Gray | Loose |
| 133.106-7A1-129 | <1% Chrysotile | | 100% | Brown | Mastic |
| 133.106-7A2-130 | <1% Chrysotile | | 100% | Brown | Mastic |
| 133.106-7A2-130 II | 2% Chrysotile | | 98% | White | Compact |
| 133.106-7A3-131 | None Detected | | 100% | Brown | Mastic |
| 133.106-7B1-132 | None Detected | | 100% | Brown | Mastic |
| 133.106-7B2-133 | None Detected | | 100% | Brown | Mastic |
| 133.106-7B3-134 | None Detected | | 100% | Brown | Mastic |
| 133.106-7C1-135 | None Detected | | 100% | Black | Ceramic Tile |

| Sample ID | % Asbestos | Non-Asbestos Fibrous Components | Non-Fibrous Components | Color | Texture |
|--------------------|---------------------------------------------------|------------------------------------------|---------------------------|-------|--------------|
| 133.106-7C1-135 II | None Detected | | 100% | Gray | Compact |
| 133.106-7C2-136 | None Detected | | 100% | Black | Ceramic Tile |
| 133.106-7C2-136 II | None Detected | | 100% | Gray | Compact |
| 133.106-7C3-137 | None Detected | | 100% | Black | Ceramic Tile |
| 133.106-7C3-137 II | None Detected | | 100% | Gray | Compact |
| 133.106-7D1-138 | 5% Chrysotile | | 95% | Black | Resinous |
| 133.106-7E1-141 | 10% Chrysotile | | 90% | Tan | Mastic |
| 133.106-7F1-144 | 3% Chrysotile | | 97% | Tan | Compact |
| 133.106-7G1-147 | None Detected | | 100% | White | Resinous |
| 133.106-7G2-148 | 2% Chrysotile | | 98% | Tan | Compact |
| 133.106-8A1-150 | 3% Chrysotile | 17% Fibrous Glass 15% Cellulose | 65% | Black | Resinous |
| 133.106-8B1-153 | None Detected | 5% Cellulose | 95% | Black | Resinous |
| 133.106-8B1-153 II | 15% Chrysotile | | 85% | Black | Resinous |
| 133.106-8B2-154 | <1% Chrysotile | 10% Cellulose | 90% | Black | Resinous |
| | Comments: *Asbestos detected on surface of sample | | | | |
| 133.106-8B3-155 | <1% Chrysotile | 10% Cellulose | 90% | Black | Resinous |
| | Comments: *Asbestos detected on surface of sample | | | | |
| 133.106-8C1-156 | 2% Chrysotile | 15% Fibrous Glass 20% Synthetic Fiber | 63% | Black | Resinous |
| 133.106-8D1-159 | 20% Chrysotile | | 80% | Gray | Compact |
| 133.106-8E1-162 | 10% Chrysotile | | 90% | Black | Resinous |
| 133.106-8F1-165 | 2% Chrysotile | | 98% | Tan | Compact |
| 133.106-8G1-168 | None Detected | | 100% | Gray | Resinous |
| 133.106-8G1-168 II | 15% Chrysotile | | 85% | Black | Resinous |
| | Comments: Inner Layer | | | | |
| 133.106-8G2-169 | None Detected | | 100% | Gray | Resinous |
| 133.106-8G3-170 | None Detected | | 100% | Gray | Resinous |
| 133.106-8H1-171 | None Detected | | 100% | Gray | Compact |
| 133.106-8H2-172 | None Detected | | 100% | Gray | Compact |
| 133.106-8H3-173 | None Detected | | 100% | Gray | Compact |

Analyzed By: Jon Yakish



Test method: EPA/600/R-93/116 and EPA/600/M4-82-020. Quantitation is done by Calibrated Visual Estimation which has an accepted Relative Percent Difference of 35. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of MICRO ANALYTICAL, INC.

MICRO ANALYTICAL, INC.

11521 West North Avenue
Milwaukee, WI 53226
(800) 771-9820 (414) 771-0855
Fax: (414) 771-6570

BULK POINTCOUNT ANALYTICAL REPORT
Utilizing PLM and Dispersion Staining

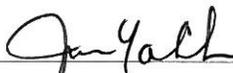
Customer: Anderson Environmental
& Engineering, Co.
201 N. Sixth Street
Rockford, IL 61107

Report #: 135590
Received: 06-Jan-2015
Analyzed: 08-Jan-2015

Job ID: 133.106 - City of Rockford

| Sample ID | % Asbestos | Asbestos Type | Color | Description |
|-----------------|------------|---------------|-----------|-------------|
| 133.106-2A3-48 | 1.5 | Chrysotile | White | Compact |
| 133.106-2A7-52 | 0.75 | Chrysotile | White | Compact |
| 133.106-2D2-64 | 0.25 | Chrysotile | Off-White | Compact |
| 133.106-7A1-129 | <0.25 | Chrysotile | Brown | Compact |
| 133.106-7A2-130 | <0.25 | Chrysotile | Brown | Compact |

Analyzed By: Jon Yakish



Test method: EPA/600/R-93/116. Quantitation is done by Point Count technique, which has an accepted Relative Percent Difference of 35.
This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of MICRO ANALYTICAL, INC.

Analysis Request/Chain-of-Custody Form

Submitted by (Company) **Anderson Environmental & Engineering**
 Address **201 N 6th Street**
 City, State, Zip Code **Rockford, IL 61107**
 Phone **815-962-9000** FAX
 Email **sjury@andersonenveng.com**

Invoice to (Company) **SAME**
 Address
 City, State, Zip Code
 Phone FAX

Contact (print) **Stephanie Jury**
 Sampled by (signature)
 Job Number or Project Name **133.106**
 PO Number **City of Rockford- Original Watch Factory**

| <Analysis Method Requested> ONLY ONE METHOD per COC | | | Turn-around-time (circle one) | | |
|---------------------------------------------------------------|------------------------------------------|--------------------------|----------------------------------|-------------------|-------------------|
| | | | Rush | Norm | Ext. |
| Asbestos by PLM | Method > <u>Improved</u> Interim | Urgent Rush <3 hrs | <6 hrs | <u>15</u> days | 15- 30 days |
| | Analyze > All ATPF | | | | |
| | If ATPF then > by Layer by Sample | | | | |
| | Single Layer Protocol > Yes No | | | | |
| Fibers by PCM | Method > 7400 (Area) ORM (Personal) | <4 hrs | 24 hrs | - | |
| Asbestos by TEM | in Air > AHERA Mod. AHERA | <6 hrs | 24 hrs | 3-5 days | |
| | in Water* > Water Sludge | 1-2 days | 3-5 days | N/A | |
| | in Bulk (Annex2) > Chatfield Full Quant. | | | | |
| | in Dust > ASTM D5755-03 | 3-5 days | 5-10 days | N/A | |
| Notes: | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|------------------------------------------------------------------|-------------|-------------|--------------|
| 1) 133.106-1A1-1 | 9"X9" Beige w/Brown Waves Floor Tile & Black Mastic | 12/22/14 | | |
| 2) 1A2-2 | ↓ | | | |
| 3) 1A3-3 | | | | |
| 4) 1B1-4 | Green Ceramic Tile & Grout | | | |
| 5) 1B2-5 | ↓ | | | |
| 6) 1B3-6 | | | | |
| 7) 1C1-7 | 12"X12" Beige Checkered Floor Tile & Yellow Mastic | | | |
| 8) 1C2-8 | ↓ | | | |
| 9) 1C3-9 | | | | |
| 10) 1D1-10 | Ceramic Tile & Grout (Brown Stone) | | | |
| 11) 1D2-11 | ↓ | | | |
| 12) 1D3-12 | | | | |
| 13) 1E1-13 | 12"X12" Green Checkered Floor tile & Yellow Mastic & Brown Paper | | | |
| 14) 1E2-14 | ↓ | | | |
| 15) 1E3-15 | | | | |
| 16) 1F1-16 | 9"X9" Orange Speckled Floor Tile & Black Mastic | | | |
| 17) 1F2-17 | ↓ | | | |
| 18) 1F3-18 | | | | |
| 19) 1G1-19 | White Ceramic Tile & Grout | | | |
| 20) 1G2-20 | ↓ | | | |
| 21) 1G3-21 | | | | |
| 22) 1H1-22 | 9"X9" Beige w/ Maroon Streaks Floor Tile & Black Mastic | | | |
| 23) ↓ 1H2-23 | ↓ | | | |
| 24) 1H3-24 | ↓ | | | |

| | | | | | |
|-----------------------------------------------|-----------------------|-------------|---------------------------|-------------|-------------|
| 1) Relinquished by: _____ | Date: <u>12/23/14</u> | Time: _____ | 3) Relinquished by: _____ | Date: _____ | Time: _____ |
| 2) Received by: <u>[Signature]</u> | Date: <u>12-20-14</u> | Time: _____ | 4) Received by: _____ | Date: _____ | Time: _____ |
| Review of Analysis Request (Initials): | | | Page 1 of 8 | | |

Analysis Request/Chain-of-Custody Form

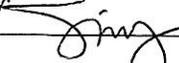
Submitted by (Company) **Anderson Environmental & Engineering**
 Address **201 N 6th Street**
 City, State, Zip Code **Rockford, IL 61107**
 Phone **815-962-9000** FAX
 Email **sjury@andersonenveng.com**

Invoice to (Company) **SAME**
 Address
 City, State, Zip Code
 Phone FAX

Contact (print) **Stephanie Jury**
 Sampled by (signature)
 Job Number or Project Name **133.106**
 PO Number **City of Rockford – Original Watch Factory**

| <Analysis Method Requested> ONLY ONE METHOD per COC | | | Turn-around-time (circle one) | | |
|---------------------------------------------------------------|------------------------------------------|--------------------------|----------------------------------|--------------------|-------------------|
| | | | Rush | Norm | Ext. |
| Asbestos by PLM | Method > <u>Improved</u> Interim | Urgent Rush <3 hrs | <6 hrs | <u>3-5</u> days | 15- 30 days |
| | Analyze > All ATPF | | | | |
| | If ATPF then > by Layer by Sample | | | | |
| | Single Layer Protocol > Yes No | | | | |
| Fibers by PCM | Method > 7400 (Area) ORM (Personal) | <4 hrs | 24 hrs | - | |
| Asbestos by TEM | in Air > AHERA Mod. AHERA | <6 hrs | 24 hrs | 3-5 days | |
| | in Water* > Water Sludge | 1-2 days | 3-5 days | N/A | |
| | in Bulk (Annex2) > Chatfield Full Quant. | | | | |
| | in Dust > ASTM D5755-03 | 3-5 days | 5-10 days | N/A | |
| Notes: | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|-------------------------------------------------|-------------|-------------|--------------|
| 1) 133.106-1I1-25 | 12"X12" White Marble Floor Tile & Black Mastic | 12/22/14 | | |
| 2) 1I2-26 | | | | |
| 3) 1I3-27 | | | | |
| 4) 1J1-28 | 12"x12" Beige Floor Tile & Black Mastic | | | |
| 5) 1J2-29 | | | | |
| 6) 1J3-30 | | | | |
| 7) 1K1-31 | Red Ceramic Tile & Grout | | | |
| 8) 1K2-32 | | | | |
| 9) 1K3-33 | | | | |
| 10) 1L1-34 | Ceramic Tile & Grout (Brown Stone) | | | |
| 11) 1L2-35 | | | | |
| 12) 1L3-36 | | | | |
| 13) 1M1-37 | Yellow Sheet Vinyl w/ Yellow Glue | | | |
| 14) 1M2-38 | | | | |
| 15) 1M3-39 | | | | |
| 16) 1N1-40 | 9"X9" Orange Speckled Floor Tile & Black Mastic | | | |
| 17) 1N2-41 | | | | |
| 18) 1N3-42 | | | | |
| 19) 1O1-43 | White Ceramic Tile & Grout | | | |
| 20) 1O2-44 | | | | |
| 21) 1O3-45 | | | | |
| 22) | | | | |
| 23) | | | | |
| 24) | | | | |

| | | | | | |
|---------------------------------------------------------------------------------------------------------|-----------------------|-------|---------------------------|-------|-------|
| 1) Relinquished by:  | Date: 12/23/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by: | Date: | Time: | 4) Received by: | Date: | Time: |
| Review of Analysis Request (Initials): | | | Page 2 of 8 | | |

Note: Data completed by client (including number and identity of samples) is assumed to be correct until it is verified at time of sample preparation.

Analysis Request/Chain-of-Custody Form

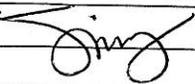
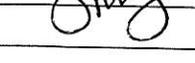
Submitted by (Company) **Anderson Environmental & Engineering**
 Address **201 N 6th Street**
 City, State, Zip Code **Rockford, IL 61107**
 Phone **815-962-9000** FAX
 Email **sjury@andersonenveng.com**

Invoice to (Company) **SAME**
 Address
 City, State, Zip Code
 Phone FAX

Contact (print) **Stephanie Jury**
 Sampled by (signature)
 Job Number or Project Name **133.106**
 PO Number **City of Rockford – Original Watch Factory**

| <Analysis Method Requested> | | | Turn-around-time (circle one) | | |
|------------------------------------------|------------------------------------------|-------------------------------------|-----------------------------------------|---------------|------------|
| ONLY ONE METHOD per COC | | | Rush | Norm | Ext. |
| Asbestos by PLM | Method > <u>Improved</u> Interim | Analyze > All ATPF | Urgent Rush <3 hrs | <6 hrs | 15-30 days |
| | If ATPF then > by Layer by Sample | Single Layer Protocol > Yes No | | <u>7</u> days | |
| | Fibers by PCM | Method > 7400 (Area) ORM (Personal) | <4 hrs | 24 hrs | - |
| Asbestos by TEM | in Air > AHERA Mod. AHERA | | <6 hrs | 24 hrs | 3-5 days |
| | in Water* > Water Sludge | | 1-2 days | 3-5 days | N/A |
| | in Bulk (Annex2) > Chatfield Full Quant. | | | | |
| | in Dust > ASTM D5755-03 | | 3-5 days | 5-10 days | N/A |
| Notes: | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|-------------------------------------|-------------|-------------|--------------|
| 1) 133.106-2F1-69 | 4"x4" White Ceramic Tile and Mastic | 12/22/14 | | |
| 2) 2F2-70 | ↓ | | | |
| 3) 2F3-71 | ↓ | | | |
| 4) 2G1-72 | 4"x4" White Ceramic Tile Grout | | | |
| 5) 2G2-73 | ↓ | | | |
| 6) 2G3-74 | ↓ | | | |
| 7) 2H1-75 | Gypsum- like wall board | | | |
| 8) 2H2-76 | ↓ | | | |
| 9) 2H3-77 | ↓ | | | |
| 10) 2I1-78 | Shower Wallboard | | | |
| 11) 2I2-79 | ↓ | | | |
| 12) 2I3-80 | ↓ | | | |
| 13) 2J1-81 | Exterior Brick & Mortar | | | |
| 14) 2J2-82 | ↓ | | | |
| 15) 2J3-83 | ↓ | | | |
| 16) | | | | |
| 17) | | | | |
| 18) | | | | |
| 19) | | | | |
| 20) | | | | |
| 21) | | | | |
| 22) | | | | |
| 23) | | | | |
| 24) | | | | |

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|---------------------------------------------------------------------------------------------------------|----------------|-------|---------------------|-------|-------|
| 1) Relinquished by:  | Date: 12/23/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by:  | Date: | Time: | 4) Received by: | Date: | Time: |
| Review of Analysis Request (Initials): | | | Page 3 of 8 | | |

Note: Data completed by client (including number and identity of samples) is assumed to be correct until it is verified at time of sample preparation.

Analysis Request/Chain-of-Custody Form

Submitted by (Company) **Anderson Environmental & Engineering**
 Address **201 N 6th Street**
 City, State, Zip Code **Rockford, IL 61107**
 Phone **815-962-9000** FAX
 Email **sjury@andersonenveng.com**

Invoice to (Company) **SAME**
 Address
 City, State, Zip Code
 Phone FAX

Contact (print) **Stephanie Jury**
 Sampled by (signature)
 Job Number or Project Name **133.106**
 PO Number **City of Rockford - Original Watch Factory**

| <Analysis Method Requested> | | | Turn-around-time (circle one) | | |
|------------------------------------------|-------------------------|----------------------------|-----------------------------------------|-------------|------------|
| ONLY ONE METHOD per COC | | | Rush | Norm | Ext. |
| Asbestos by PLM | Method > | Improved Interim | Urgent Rush <3 hrs | <6 hrs | 15-30 days |
| | Analyze > | All ATPF | | Norm | |
| | If ATPF then > | by Layer by Sample | | | |
| | Single Layer Protocol > | Yes No | | | |
| Fibers by PCM | Method > | 7400 (Area) ORM (Personal) | <4 hrs | 24 hrs | - |
| Asbestos by TEM | in Air > | AHERA Mod. AHERA | <6 hrs | 24 hrs | 3-5 days |
| | in Water* > | Water Sludge | 1-2 days | 3-5 days | N/A |
| | in Bulk (Annex2) > | Chatfield Full Quant. | | | |
| | in Dust > | ASTM D5755-03 | 3-5 days | 5-10 days | N/A |
| Notes: | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|------------------------|-------------|-------------|--------------|
| 1) 133.106-2A1-46 | Plaster Skim Coat | 12/22/14 | | |
| 2) 2A2-47 | | | | |
| 3) 2A3-48 | | | | |
| 4) 2A4-49 | | | | |
| 5) 2A5-50 | | | | |
| 6) 2A6-51 | | | | |
| 7) 2A7-52 | ↓ | | | |
| 8) 2B1-53 | Plaster | | | |
| 9) 2B2-54 | | | | |
| 10) 2B3-55 | | | | |
| 11) 2B4-56 | | | | |
| 12) 2B5-57 | | | | |
| 13) 2B6-58 | | | | |
| 14) 2B7-59 | ↓ | | | |
| 15) 2C1-60 | Drywall | | | |
| 16) 2C2-61 | | | | |
| 17) 2C3-62 | ↓ | | | |
| 18) 2D1-63 | Joint Compound | | | |
| 19) 2D2-64 | | | | |
| 20) 2D3-65 | ↓ | | | |
| 21) 2E1-66 | Plaster/Drywall System | | | |
| 22) 2E2-67 | | | | |
| 23) 2E3-68 | ↓ | | | |
| 24) ↓ | | | | |

| | | | | | |
|-----------------------------------------------|----------------|-------|---------------------|-------|-------|
| 1) Relinquished by: | Date: 12/23/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by: | Date: | Time: | 4) Received by: | Date: | Time: |
| Review of Analysis Request (Initials): | | | Page 4 of 8 | | |

Note: Data completed by client (including number and identity of samples) is assumed to be correct until it is verified at time of sample preparation.

Analysis Request/Chain-of-Custody Form

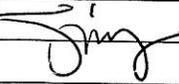
Submitted by (Company) **Anderson Environmental & Engineering**
 Address **201 N 6th Street**
 City, State, Zip Code **Rockford, IL 61107**
 Phone **815-962-9000** FAX
 Email **sjury@andersonenveng.com**

Invoice to (Company) **SAME**
 Address
 City, State, Zip Code
 Phone FAX

Contact (print) **Stephanie Jury**
 Sampled by (signature)
 Job Number or Project Name **133.106**
 PO Number **City of Rockford – Original Watch Factory**

| <Analysis Method Requested> | | | Turn-around-time (circle one) | | | |
|------------------------------------------|------------------------------------------|--|-----------------------------------------|-----------|-----------------|------------|
| ONLY ONE METHOD per COC | | | Rush | Norm | Ext. | |
| Asbestos by PLM | Method > <u>Improved</u> Interim | | Urgent Rush <3 hrs | <6 hrs | <u>1-3</u> days | 15-30 days |
| | Analyze > All ATPF | | | | | |
| | If ATPF then > by Layer by Sample | | | | | |
| | Single Layer Protocol > Yes No | | | | | |
| Fibers by PCM | Method > 7400 (Area) ORM (Personal) | | <4 hrs | 24 hrs | - | |
| Asbestos by TEM | in Air > AHERA Mod. AHERA | | <6 hrs | 24 hrs | 3-5 days | |
| | in Water* > Water Sludge | | 1-2 days | 3-5 days | N/A | |
| | in Bulk (Annex2) > Chatfield Full Quant. | | | | | |
| | in Dust > ASTM D5755-03 | | 3-5 days | 5-10 days | N/A | |
| Notes: | | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|----------------------------------------------|-------------|-------------|--------------|
| 1) 133.106-3A1-84 | 1'X1' Fiberglass Ceiling Tile & Brown Mastic | 12/22/14 | | |
| 2) 3A2-85 | ↓ | | | |
| 3) 3A3-86 | ↓ | | | |
| 4) 3B1-87 | 2'X2' Fissured Ceiling Tile | | | |
| 5) 3B2-88 | ↓ | | | |
| 6) 3B3-89 | ↓ | | | |
| 7) 3C1-90 | 2'x2' Texture Ceiling Tile | | | |
| 8) 3C2-91 | ↓ | | | |
| 9) 3C3-92 | ↓ | | | |
| 10) 3D1-93 | 2'x4' Fissured Ceiling Tile | | | |
| 11) 3D2-94 | ↓ | | | |
| 12) 3D3-95 | ↓ | | | |
| 13) 3E1-96 | Plaster Ceiling | | | |
| 14) 3E2-97 | ↓ | | | |
| 15) 3E3-98 | ↓ | | | |
| 16) 3E4-99 | ↓ | | | |
| 17) 3E5-100 | ↓ | | | |
| 18) 3E6-101 | ↓ | | | |
| 19) 3E7-102 | ↓ | | | |
| 20) 3F1-103 | 2'x2' Small Fissured Ceiling Tile | | | |
| 21) 3F2-104 | ↓ | | | |
| 22) 3F3-105 | ↓ | | | |
| 23) 3G1-106 | 1'x1' Fissured Ceiling Tile & Brown Mastic | | | |
| 24) 3G2-107 | ↓ | | | |
| 25) 3G3-108 | ↓ | | | |

| | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------|-------|---------------------|-------|-------|
| 1) Relinquished by:  | Date: 12/23/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by: | Date: | Time: | 4) Received by: | Date: | Time: |

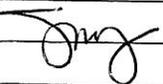
5 of 8

Analysis Request/Chain-of-Custody Form

| | | | |
|----------------------------|-------------------------------------------|-----|--|
| Submitted by (Company) | Anderson Environmental & Engineering | | |
| Address | 201 N 6 th Street | | |
| City, State, Zip Code | Rockford, IL 61107 | | |
| Phone | 815-962-9000 | FAX | |
| Email | sjury@andersonenveng.com | | |
| Invoice to (Company) | SAME | | |
| Address | | | |
| City, State, Zip Code | | | |
| Phone | | FAX | |
| Contact (print) | Stephanie Jury | | |
| Sampled by (signature) | | | |
| Job Number or Project Name | 133.106 | | |
| PO Number | City of Rockford – Original Watch Factory | | |

| <Analysis Method Requested> ONLY ONE METHOD per COC | | | Turn-around-time (circle one) | | | |
|---------------------------------------------------------------|-------------------------|----------------------------|----------------------------------|--------------|--------------------|-------------------|
| | | | Rush | Norm | Ext. | |
| Asbestos by PLM | Method > | <u>Approved</u> Interim | Urgent Rush <3 hrs | <6 hrs | <u>1-3</u> days | 15- 30 days |
| | Analyze > | All ATPF | | | | |
| | If ATPF then > | by Layer by Sample | | | | |
| | Single Layer Protocol > | Yes No | | | | |
| Fibers by PCM | Method > | 7400 (Area) ORM (Personal) | <4 hrs | 24 hrs | - | |
| Asbestos by TEM | in Air > | AHERA Mod. AHERA | <6 hrs | 24 hrs | 3-5 days | |
| | in Water* > | Water Sludge | 1-2 days | 3-5 days | N/A | |
| | in Bulk (Annex2) > | Chatfield Full Quant. | | | | |
| | in Dust > | ASTM D5755-03 | 3-5 days | 5-10 days | N/A | |
| Notes: | | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|---------------------------------------|-------------|-------------|--------------|
| 1) 133.106-5A1-109 | Pipe Insulation (Runs) | 12/23/14 | | |
| 2) 5A2-110 | ↓ | | | |
| 3) 5A3-111 | | | | |
| 4) 5A4-112 | | | | |
| 5) 5A5-113 | | | | |
| 6) 5A6-114 | | | | |
| 7) 5A7-115 | ↓ | | | |
| 8) 5B1-116 | Pipe Elbow Insulation | | | |
| 9) 5B2-117 | ↓ | | | |
| 10) 5B3-118 | | | | |
| 11) 5B4-119 | | | | |
| 12) 5B5-120 | | | | |
| 13) 5B6-121 | | | | |
| 14) 5B7-122 | ↓ | | | |
| 15) 5C1-123 | Big Valve White Pipe Elbow Insulation | | | |
| 16) 5C2-124 | ↓ | | | |
| 17) 5C3-125 | | | | |
| 18) 5D1-126 | Canvass Pipe Elbow Insulation (Gray) | | | |
| 19) 5D2-127 | ↓ | | | |
| 20) 5D3-128 | ↓ | | | |
| 21) | | | | |
| 22) | | | | |
| 23) | | | | |
| 24) | | | | |
| 25) | | | | |

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|---------------------------------------------------------------------------------------------------------|----------------|-------|---------------------|-------|-------|
| 1) Relinquished by:  | Date: 12/23/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by: | Date: | Time: | 4) Received by: | Date: | Time: |
| 6 of 8 | | | | | |

Analysis Request/Chain-of-Custody Form

Submitted by (Company) **Anderson Environmental & Engineering**

Address **201 N 6th Street**

City, State, Zip Code **Rockford, IL 61107**

Phone **815-962-9000** FAX

Email **sjury@andersonenveng.com**

Invoice to (Company) **SAME**

Address

City, State, Zip Code

Phone FAX

Contact (print) **Stephanie Jury**

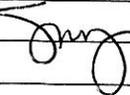
Sampled by (signature)

Job Number or Project Name **133.106**

PO Number **City of Rockford – Original Watch Factory**

| <Analysis Method Requested> | | | Turn-around-time (circle one) | | |
|------------------------------------------|------------------------------------------|--|-----------------------------------------|-----------------|------------|
| ONLY ONE METHOD per COC | | | Rush | Norm | Ext. |
| Asbestos by PLM | Method > <u>Improved</u> Interim | | Urgent Rush <3 hrs | <6 hrs | 15-30 days |
| | Analyze > All ATPF | | | <u>3-5 days</u> | |
| | If ATPF then > by Layer by Sample | | | | |
| | Single Layer Protocol > Yes No | | | | |
| Fibers by PCM | Method > 7400 (Area) ORM (Personal) | | <4 hrs | 24 hrs | - |
| Asbestos by TEM | in Air > AHERA Mod. AHERA | | <6 hrs | 24 hrs | 3-5 days |
| | in Water* > Water Sludge | | 1-2 days | 3-5 days | N/A |
| | in Bulk (Annex2) > Chatfield Full Quant. | | | | |
| | in Dust > ASTM D5755-03 | | 3-5 days | 5-10 days | N/A |
| Notes: | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|-----------------------------|-------------|-------------|--------------|
| 1) 133.106-7A1-129 | Light Brown Covebase Mastic | 12/23/14 | | |
| 2) 7A2-130 | ↓ | | | |
| 3) 7A3-131 | ↓ | | | |
| 4) 7B1-132 | Dark Brown Covebase Mastic | | | |
| 5) 7B2-133 | ↓ | | | |
| 6) 7B3-134 | ↓ | | | |
| 7) 7C1-135 | Black Ceramic Tile & Grout | | | |
| 8) 7C2-136 | ↓ | | | |
| 9) 7C3-137 | ↓ | | | |
| 10) 7D1-138 | Black Sink Undercoating | | | |
| 11) 7D2-139 | ↓ | | | |
| 12) 7D3-140 | ↓ | | | |
| 13) 7E1-141 | Brown Wall Mastic | | | |
| 14) 7E2-142 | ↓ | | | |
| 15) 7E3-143 | ↓ | | | |
| 16) 7F1-144 | Interior Window Caulk | | | |
| 17) 7F2-145 | ↓ | | | |
| 18) 7F3-146 | ↓ | | | |
| 19) 7G1-147 | Exterior Window Glazing | | | |
| 20) 7G2-148 | ↓ | | | |
| 21) 7G3-149 | ↓ | | | |
| 22) | | | | |
| 23) | | | | |
| 24) | | | | |
| 25) | | | | |

| | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------|-------|---------------------|-------|-------|
| 1) Relinquished by:  | Date: 12/30/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by: | Date: | Time: | 4) Received by: | Date: | Time: |

7 of 8

Analysis Request/Chain-of-Custody Form

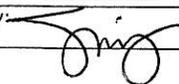
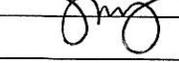
| | | | |
|------------------------|--------------------------------------|-----|--|
| Submitted by (Company) | Anderson Environmental & Engineering | | |
| Address | 201 N 6 th Street | | |
| City, State, Zip Code | Rockford, IL 61107 | | |
| Phone | 815-962-9000 | FAX | |
| Email | sjury@andersonenveng.com | | |

| | | | |
|-----------------------|------|-----|--|
| Invoice to (Company) | SAME | | |
| Address | | | |
| City, State, Zip Code | | | |
| Phone | | FAX | |

| | | | |
|----------------------------|-------------------------------------------|--|--|
| Contact (print) | Stephanie Jury | | |
| Sampled by (signature) | | | |
| Job Number or Project Name | 133.106 | | |
| PO Number | City of Rockford – Original Watch Factory | | |

| <Analysis Method Requested> ONLY ONE METHOD per COC | | Turn-around-time (circle one) | | | |
|---------------------------------------------------------------|------------------------------------------|----------------------------------|--------------|--------------------|-------------------|
| | | Rush | Norm | Ext. | |
| Asbestos by PLM | Method > <u>Improved</u> Interim | Urgent Rush <3 hrs | <6 hrs | <u>1-3</u> days | 15- 30 days |
| | Analyze > All ATPF | | | | |
| | If ATPF then > by Layer by Sample | | | | |
| | Single Layer Protocol > Yes No | | | | |
| Fibers by PCM | Method > 7400 (Area) ORM (Personal) | <4 hrs | 24 hrs | - | |
| Asbestos by TEM | in Air > AHERA Mod. AHERA | <6 hrs | 24 hrs | 3-5 days | |
| | in Water* > Water Sludge | 1-2 days | 3-5 days | N/A | |
| | in Bulk (Annex2) > Chatfield Full Quant. | | | | |
| | in Dust > ASTM D5755-03 | 3-5 days | 5-10 days | N/A | |
| Notes: | | | | | |

| Sample # (1 per line) | Description/Location | Sample Date | Sample Time | Vol. or Area |
|-----------------------|-------------------------------------------|-------------|-------------|--------------|
| 1) 133.106-8A1-150 | Roof Shingles & Felt Core | 12/23/14 | | |
| 2) 8A2-151 | ↓ | | | |
| 3) 8A3-152 | ↓ | | | |
| 4) 8B1-153 | Brown /Gray Roof Penetration Mastic | | | |
| 5) 8B2-154 | ↓ | | | |
| 6) 8B3-155 | ↓ | | | |
| 7) 8C1-156 | Rubber Rolled Roof over Shingle Felt Core | | | |
| 8) 8C2-157 | ↓ | | | |
| 9) 8C3-158 | ↓ | | | |
| 10) 8D1-159 | Cement Wallboard (Transite) | | | |
| 11) 8D2-160 | ↓ | | | |
| 12) 8D3-161 | ↓ | | | |
| 13) 8E1-162 | Dark Gray Perimeter Roof Mastic | | | |
| 14) 8E2-163 | ↓ | | | |
| 15) 8E3-164 | ↓ | | | |
| 16) 8F1-165 | Exterior Window Penthouse Glazing | | | |
| 17) 8F2-166 | ↓ | | | |
| 18) 8F3-167 | ↓ | | | |
| 19) 8G1-168 | Gray Perimeter Caulk | | | |
| 20) 8G2-169 | ↓ | | | |
| 21) 8G3-170 | ↓ | | | |
| 22) 8H1-171 | Penthouse Brick & Mortar | | | |
| 23) 8H2-172 | ↓ | | | |
| 24) 8H3-173 | ↓ | | | |
| 25) | | | | |

| | | | | | |
|---------------------------------------------------------------------------------------------------------|----------------|-------|---------------------|-------|-------|
| 1) Relinquished by:  | Date: 12/23/14 | Time: | 3) Relinquished by: | Date: | Time: |
| 2) Received by:  | Date: | Time: | 4) Received by: | Date: | Time: |
| 8 of 8 | | | | | |

APPENDIX I

RELEASE OF LIABILITY

Entry onto City-owned property or facilities

Requestor's Name & Date of Birth

I am requesting the permission of the City of Rockford to enter onto the property located at _____ for the purpose of photographic exploration. I understand that due to the abandoned nature of the facility, it is inherently dangerous and carries certain risk to those who would enter the premise. I fully accept and assume all risk for my entry onto the above-stated property.

I hereby release and hold harmless the City of Rockford, Illinois, and its' employees, agents, and representatives from all liability, both state and federal for any injury or illness in connection with my entry onto the property located at _____.

By signing below

I hereby state that I understand and agree to all the terms and conditions of this release of liability.

Requestor's Signature

Date

Requestor's Name (Print)

Address

City, State, Zip

Phone Number

Employee Signature

Date