



June 30, 2017

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2017 SPLASH PADS CONCRETE RESURFACING

Bids are due on 19th, July, 2017 at 11:00 A.M. at the Corrine J. Rose Administrative Center, 2000 Belvidere St., Waukegan, IL 60085. The bids should be clearly labeled "2017 Splash Pads Concrete Resurfacing".

A pre-bid meeting will be held at the Parks Maintenance Facility, 2211 Ernie Circle Drive, Waukegan, Illinois, at 10:00 a.m. on Wednesday, July 12, 2017.

This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner and Architect.

Attendance at this meeting of all contractors desiring to bid on this Project is recommended.

We appreciate your bidding on the enclosed item and welcome the opportunity to do business with you.

If you have any questions please contact me at **847-360-4719** or by email at kdeboer@waukeganparks.org.

Please note the Work of this Project is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The successful contractor will also provide a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured.

Sincerely,

Kristy De Boer
Park Planner

KDB/kdb

Enclosures: 1

BID DOCUMENTS/PROJECT MANUAL: 2017 SPLASH PADS CONCRETE RESURFACING

No. of Pages

INCLUDING:

▪ Notice To Bidders	2
▪ Section 1: Instruction To Bidders	6
▪ Section 2: General Conditions	1
▪ Section 3: Supplementary Conditions	11
▪ Section 4: Bid Proposal Form	7
▪ Project List	1
▪ Prevailing Wage Determination & Supersedes Notice	1
▪ Contractor Compliance and Certifications	3
▪ Substance Abuse Prevention Program Certification	1
▪ Location Map	1
▪ Exhibit A: Scope of Work and Specifications	25
▪ Exhibit B: Template Agreement	9

DATE OF ADVERTISEMENT:

JUNE 30, 2017

PRE-BID MEETING:

JULY 12, 2017

10:00 A.M.

PARK MAINTENANCE FACILITY

2211 ERNIE KRUEGER CIRCLE

WAUKEGAN, IL 60087

DUE DATE & BID OPENING:

JULY 19, 2017

11:00 A.M.

CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIDERE PARK)

2000 BELVIDERE STREET, WAUKEGAN, IL 60085

TENTATIVE DATE OF BID APPROVAL:

JULY 25, 2017

4:00 P.M.

DELIVER/MAIL BID TO

KRISTY DE BOER

MARKED "SEALED BID: 2017 SPLASH PADS CONCRETE

RESURFACING" WAUKEGAN PARK DISTRICT

CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIDERE PARK)

2000 BELVIDERE STREET

WAUKEGAN, IL 60085-6172

NOTICE TO BIDDERS

The Waukegan Park District, Lake County, Illinois (“Owner” or “Park District”), invites bids for the following project:

- 1. 2017 Yorkhouse Fence Replacement**
- 2. 2017 Splash Pads Concrete Resurfacing**

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4725 or by email at kdeboer@waukeganparks.org**.

Each bid shall be placed in a sealed envelope and clearly marked “Waukegan Park District, 2017 YORKHOUSE FENCE REPLACEMENT or 2017 SPLASH PADS CONCRETE RESURFACING”. The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District, Corrine J. Rose Administrative Center, Belvidere Park, 2000 Belvidere Street, Waukegan, Illinois 60085-6172. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received until 10:30 A.M on WEDNESDAY, JULY 19, 2017 FOR 2017 YORKHOUSE FENCE REPLACEMENT. Bids shall be received until 11:00 A.M on WEDNESDAY, JULY 19, 2017 FOR 2017 SPLASH PADS CONCRETE RESURFACING. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

The Waukegan Park District reserves the right to waive technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder’s responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project.

No bid may be withdrawn and all bids shall remain firm for sixty (60) days after the bid opening.

The Work of this Project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.* A prevailing wage determination has been made by the Park District, which is the same as that determined by the Illinois Department of Labor for public works projects in Lake County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. All bids must be accompanied by cashier’s check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

By Order of the Board of Park Commissioners of the
Waukegan Park District

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725
PUBLISHED DATE: JUNE 30, 2017

SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 GENERAL

The following instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contracts, and to such other matters.

1.02 PREPARATION AND SUBMISSION OF BIDS

Each bid must be placed in an opaque-sealed envelope and clearly marked "SEALED BID: **2017 SPLASH PADS CONCRETE RESURFACING,**" and addressed and delivered to and received by the Park District at the following location: Waukegan Park District, Corrine J. Rose Administrative Center, 2000 Belvidere Street, Waukegan, IL. 60085-6172. Bids shall be received until **11:00 A.M. on JULY 19, 2017**. Immediately thereafter, the bids will be publicly opened and read aloud. Bids arriving after the specified time or at a different location will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

Bid Documents, including Instructions to Bidders, Drawings, technical Specifications, General and any Special Conditions and Bid Forms including required Contractor certifications, and Prevailing Wage Determination and Supersedes Notice are available **electronically by contacting the Waukegan Park District Parks Department at 847-360-4719 or by email at kdeboer@waukeganparks.org**. Office hours are Monday-Friday, 7:30 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to **KRISTY DE BOER, PARK PLANNER, 847-360-4719 kdeboer@waukeganparks.org**.

A Pre-bid Meeting will be held at **Park Maintenance Facility (PMF) located at 2211 Ernie Krueger Circle**, Waukegan, Illinois, at **10:00 a.m. on JULY 12, 2017**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is recommended.**

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

1.03 REQUIREMENTS OF BIDDERS

Bidders must be able to demonstrate that they: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past two years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the substantial and final completion dates provided for in the contract and the actual dates of substantial and final completion. Where the final contract amount is materially greater than the contract amount included in the contract at the time of execution by both parties, provide an explanation of the reason(s) for the increase.

Where the actual dates of substantial and/or final completion differ from those dates as included in the contract at time of execution by both parties, explain the reason for the delay in the substantial and/or final completion of the Work.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

On a separate sheet, provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving a the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the Architect and, if applicable also the Construction Manager or Owner's representative.

Other required submittals include: Bid proposal; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

The Bidder shall visit the site(s) of the proposed Work and become fully acquainted with conditions, as they exist, and shall undertake such additional inquiry and investigation as the Bidder shall deem necessary to fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. The Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the Specifications. Any conflicts or discrepancies found between or among the Bid Documents including but not limited to the Drawings and Specifications and the site conditions, or any errors, omissions, or ambiguities contained in the documents shall be immediately reported to the Park District and the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager.] and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or carefully examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has carefully examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

1.05 ACCEPTANCE OR REJECTION OF BIDS

The Park District may accept the bid of, and award the contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to: (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements as determined by the Park District .

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefor by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Park District's Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality in the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

1.06 SURETY

All bids must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Park District's Board of Park Commissioners.

The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District..

Prior to commencing Work, the successful Bidder shall furnish a Performance Bond, and Labor and Material/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. **The cost of each bond shall be included in the Contract Sum.** The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee performance by the Contractor of all of its obligations indicated by the Contract Documents including but not limited to strict compliance with the Prevailing Wage Act.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Park District need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount of the Contract awarded to the defaulting Bidder and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

1.07 WITHDRAWAL OF BID

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

1.08 ACCEPTANCE AND CONTRACT

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract, and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner

and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

1.10 ADDENDA

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that

required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its sole judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about **July 25, 2017**, with a notice to proceed to be issued shortly thereafter, subject to the Contractor providing the required bonds, evidence of insurance and other required submissions.

Final Completion: September 29, 2017

By submission of its bid, the Bidder the Bidder acknowledges, agrees, represents, declares and warrants that it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.

SECTION 2: GENERAL CONDITIONS

The General Conditions are the General Conditions of the Contract for Construction, AIA Document AIA A107 (the "General Conditions") OR other Agreement, as modified by the Park District and included in these Bid Documents.

SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions") OR other Agreement, as modified by Owner, are hereby amended to include the following:

3.01 SCOPE OF WORK

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2017 SPLASH PADS RENOVATIONS AND REPAIRS**, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

- A. The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107 OR other Agreement, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

3.03 APPLICABLE LAWS

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the Work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction. All of said ordinances and rules and regulations are hereby made a part of these Specifications.

PREVAILING WAGE ACT: Contractor shall comply with the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) (the "Act") as required by the Illinois Department of Labor. 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 plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

CERTIFICATIONS: The Bidder shall complete the Contractor Compliance and Certifications Attachment and the Substance Abuse Prevention Program Certification. Failure to do so may result in disqualification of the Bidder.

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) (ii) those defined in the Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Further, no Contractor shall knowingly employ a person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987

3.04 SUBCONTRACTING

- A. The Contractor may utilize the services of qualified Subcontractors on those parts of the work which, under normal contracting practices, are performed by Subcontractors specializing in the particular class of work.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

- A. The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract, a complete statement of the origin, composition, manufacturer and proposed sources of supply of all materials or equipment required for use in this Work, whether supplied by himself or by any approved Subcontractor. The Contractor shall submit detailed information, literature, plans and such other data required to permit an analysis of the proposed equipment and materials.

3.06 INSPECTION AND TESTING

- A. All materials and workmanship if not otherwise stipulated, shall be subject to inspection, examination and test by authorized representatives of the Owner at all times, before, during or after the preparation, during the progress of the Work, or after the Work is completed.

3.07 TITLE OF MATERIALS

- A. The Contractor or Subcontractor shall not furnish any materials for the work that are subject to a chattel mortgage or subject to conditions or interest retained by the seller. The materials or equipment must be free of all encumbrances.

3.08 PATENTS, ROYALTIES AND LICENSES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

3.09 PERMITS, LICENSES AND CERTIFICATES

- A. ~~The Contractor shall procure the building permit for this Project from the City of Waukegan. Owner shall reimburse Contractor for all required building permits. Reimbursement shall be for exact cost paid by Contractor. No markup shall be paid for permits. The Contractor shall supply all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters or such other like bodies, as the Specifications may require directly or indirectly.~~ **The Contractor shall file a contractor's registration application with associated fees, licenses, permit bonds, and insurance certificate with the City of Waukegan Building and Code Enforcement Department (1-847-625-6868).** Contractor registration fees are the responsibility of the Contractor and Subcontractors.

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

- A. The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. He shall make no assignment of this Contract without the written consent of the Owner. He shall give his personal supervision to the faithful prosecution of the Work; he shall keep it under his own control; and he shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract and to supply materials, tools, equipment, and labor without delay.

3.11 WEATHER CONDITIONS

- A. If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and materials under this Contract against damage or injury from the weather. If, in the opinion of the Owner, damage results to either the Work or materials by reason of failure on the part of the Contractor to protect his Work, such materials or Work will be removed and replaced by and at the expense of the Contractor.

3.12 NO CHARGE FOR DELAY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work.

3.13 COMPLETION DATE AND QUALIFICATION

A. The Work to be performed under this Contract must be Completed by September 29, 2017.

1. The Date of Substantial Completion shall mean when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the entire Work for use for which it is intended.

- B. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the Contract, is a reasonable time for the completion of the Work, taking into consideration the average weather and industrial conditions prevailing in this locality. The Contractor agrees that time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified in the Contract or any proper extension thereof granted by the Owner, it in no way relieves the Contractor of his responsibility to complete the Work at no additional cost to the Owner. Any extension of the completion date must be agreed upon in writing by the Owner and Contractor. Contractor shall not be responsible for failure to meet the completion date when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with any excess cost when the delay in completion of the Work is due to:

Any order duly issued by the government (city, county, state or federal);

Any unforeseeable cause beyond the control and without fault or negligence of the Contractor including, but not restricted to, acts of God, severe weather, strikes, acts of the Owner, or acts of another Contractor in the performance of a contract with the Owner (except as provided in paragraph VIII above).

Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

Contractor shall obtain insurance of the types and in the amounts listed below.

- A. Commercial General and Umbrella Liability Insurance
Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrellas coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days' written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officer, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligation under, or Contractor's default of, any provision of the Contract.

3.15 CONTRACTOR PAYMENTS

- A. Payment will be made in full upon completion of the Project with Owner's final acceptance. **No payment shall be authorized unless all applicable Waivers of Lien and Contractor's Affidavits are submitted in accordance with the Contract Documents.** The time periods governing Owner's approval, disapproval, and payment of Contractor's applications for payment shall comply with the *Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.*

The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the Park District from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the Park District relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance and payment bonds.

Failure to adhere to the approved progress schedule as specified in the Contract Documents, cooperate with other Contractors, and/or generally hinder the construction progress as determined by the Owner shall be grounds for withholding payments. Failure to supply waivers of lien, and any other supporting documentation as required by Owner, with each request will be considered grounds for withholding partial payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

The Owner may withhold from the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to pay just claims for labor and services rendered and materials furnished in or about the Work. The Owner shall have the right, acting as agent for the Contractor, to apply such retained amounts to the payment of such just claims.

3.16 WORK PERFORMANCE

- A. The Contractor shall coordinate his Work with all adjacent Work and shall coordinate with all other trades so as to facilitate the general progress of the Work. He shall afford all other trades every reasonable opportunity for the installation of their Work and for the storage of their material.
- B. Whenever, in the opinion of the Owner, the Contractor prosecutes or fails to prosecute his Work in such a manner as to hinder or delay the completion of the Work, the Owner may, after five (5) days' written notice to the Contractor order the Contractor to stop the Work, and carry out such Work as is necessary to be done by another Contractor or Contractors not necessarily holding a Contract for such Work on the Project, and in such event may charge the Contractor for such Work as may be performed. Nothing in this paragraph shall be deemed to be a waiver of any other remedies which may be available to the Owner in the event of a default surrender.

3.17 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1. All employees on the Work and all other persons who may be affected thereby;
 - 2. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

3.18 UNDERGROUND UTILITIES

- A. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures. The Contractor will locate and stake all underground structures in the field to include all cable and conduit, gas lines, water lines, and drainage lines. All underground utilities so marked which are disturbed or damaged by the Contractor's operation shall be repaired by competent and qualified specialists at the

Contractor's expense. Such repairs shall be made under the direction of the Owner. The Contractor is responsible for contacting utility companies and the City of Waukegan or other companies which may have underground structures to locate and determine the exact location of such underground structures.

3.19 PAYMENTS TO MATERIALMAN, ETC.

- A. It is hereby expressly understood and agreed that the said Contractor shall furnish satisfactory evidence, when called for, that all persons who have done work or furnished materials in connection with the performance of the Contract, have been fully paid; otherwise the Owner shall have right to pay all such claims in full, out of any money that may be due to the Contractor under this agreement.

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

- A. The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof, if such changes are necessary to carry out and complete more fully and perfectly the work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order. If the changes and modifications increase the expense of the work, the increase expenses shall be paid for by the Owner. If such changes and modifications decrease the expense of the work, the amount of said diminution shall be credited to the Owner. The additional payment or amount credited shall be as a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss or profit on work not executed shall be paid to the Contractor.
- B. The amount of compensations to be paid to the Contractor for any changes or alterations, as so ordered, shall be determined:
 - 1. By a lump sum mutually agreed upon by the Owner and the Contractor; or,
 - 2. If the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the materials and of the wages applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus 10% or 15% as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workman's Compensation), materials used in temporary structures, allowances made by the Contractor to the Subcontractors, additional premiums upon the performance bond of the Contractor, and the use of small tools. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code, 720 ILCS 5/33 E-9*, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes may be made only upon the written authorization of **the Executive Director (Secretary of the Board) of the Waukegan Park District**, after approval from the Board of Park Commissioners, including a written determination that:

the circumstances necessitating the change were not reasonably foreseeable at the time the Contract was signed; or

the change is germane to the original Contract as signed; or

the change order is in the best interest of the Owner and is authorized by law.

3.21 CLAIMS OF EXTRA COMPENSATION

- A. All claims for extra compensation over and above the amount agreed upon in the contract on account of any alterations or changes, or for any extra work, shall be filed, in writing, with the Owner by the Contractor, having attached thereto a copy of the original order for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work. The Contractor, before starting work on said alterations or changes or extra work, shall notify the Owner, in writing, of his intentions to file such claims in order that a proper record of such work may be kept by the Owner. Should the Contractor fail to notify the Owner in advance, as required, or to submit his claim within thirty (30) days, as required, it will be taken as conclusive that no claim exists.

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

- A. The Contractor expressly undertakes at his own expense:
1. To take every precaution against injuries to person or damages to property;
 2. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work of any other Contractors;
 3. To place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
 4. To frequently clean up all refuse, rubbish, scrap materials, and debris caused by his operations, to the end, that at all times the site of the Work shall present a neat, orderly, and workmanlike appearance;
 5. Before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

3.23 GUARANTEE

- A. All work performed shall be guaranteed by the General Contractor to be free from defects in materials and workmanship for a period of one year from the date of final acceptance. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

The successful Bidder(s) must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform

the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

**2017 SPLASH PADS CONCRETE RESURFACING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
2000 Belvidere Street
Waukegan, IL 60085

4.02 BID FROM:

(hereinafter called "Bidder")

Address

City, State, Zip Code

Email Address

Contact Person

Telephone Number

Fax Number

4.03 BID FOR:

**2017 SPLASH PADS CONCRETE RESURFACING
WAUKEGAN, ILLINOIS**

4.04 ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of Invitation of Bids, Instructions to Bidders, the Specifications, Drawing, Conditions, Certifications, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4.05 AGREEMENT

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute an Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

(1) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(2) _____ PH: ____/_____
Subcontractor/major supplier

Address

Work to be performed/materials to be supplied

(3) _____ PH: ____/_____
Subcontractor/major supplier

Address

4.06 TOTAL BASE BID PRICE

A. Base Bid Price (Guaranteed Maximum Price)

For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sum:

1. TOTAL (WRITTEN OUT) _____ DOLLARS

\$ _____

4.07 UNIT PRICE QUOTATIONS

A. The following unit prices are submitted by the undersigned Bidder as a proposed basis for additive or deductive adjustment to the Total Base Bid in the event Contract changes are required involving the items described.

See Exhibit A: Scope of Work For Splash Pads Concrete Resurfacing Renovations Color Coating Specifications.

Item #	Description	Est. Qty.	Unit	Unit Price	Total
Bedrosian Park					
1	Strip existing stain with two (2) applications of Butterfield Color Blue Delaminator to remove existing color.	2,145	SF		
2	Patch spawling with Ardex CD and cracks deeper than ½" with Ardex CP .				
3	Stain with Smith Floor Colors Deep Aqua and Ocean Blue.	2,145	SF		
4	Seal entire splash pad with two (2) coats of Butterfield Clear Guard. Back roll with texture for slip resistance.	2,145	SF		
				Sub-Total	
Bowen Park					
5	Powerwash existing splash pad.	2,155	SF		
6	Apply one (1) coat of Butterfield Clear Guard on colored concrete.				
7	Apply Butterfield Color Acid Sierra Stain to currently stained concrete.	570	SF		
8	Seal entire splash pad with two (2) coats of Butterfield Clear Guard. Back roll with texture for slip resistance.	2,155	SF		
				Sub-Total	
SportsPark					
9	Strip existing stain with two (2) applications of Butterfield Color Blue Delaminator to remove existing color.	1,675	SF		
10	Patch spawling with Ardex CD and cracks deeper than ½" with Ardex CP.				
11	Stain with Smith Floor Colors Deep Aqua and Ocean Blue.	1,675	SF		
12	Seal entire splash pad with two (2) coats of Butterfield Clear Guard. Back roll with texture for slip resistance.	1,675	SF		
				Sub-Total	
				GRAND TOTAL	

4.08 REJECTION AND WITHDRAWAL OF BID

- A. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4.09 TIME OF COMPLETION

- A. If awarded the Contract, the undersigned agrees to complete all Work covered by this proposal on or before **September 29, 2017**.

4.10 BID SECURITY

- A. Accompanying the proposal is a Bid Bond as surety in the amount of not less than ten percent (10%) of the Total Base Bid payable to Waukegan Park District, which it is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with the Specifications and furnish Performance Bonds, Payment or Labor and Material Bonds, and Certificate of Insurance with Endorsements after notification of the award of the Contract to the undersigned.

4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND

- A. The undersigned Bidder agrees to provide Performance, and Payment or Labor and Material Bonds executed in accordance with AIA Document AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, in the amount of 110% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

4.12 CONTRACT DOCUMENTS

- A. The successful Bidder may be required to enter into a standard AIA form of Owner-Contractor Agreement appropriate to the form of the project delivery system selected by the Owner (general contractor and/or construction manager) OR other Agreement, as modified by the Owner.

CORPORATION

The Bidder is a Corporation organized and existing under the laws of the State of _____

Print Name

Duly Authorized Officer's Signature

Title

CORPORATE SEAL (above)

PARTNERSHIP

The Bidder is a co-partnership consisting of individual partners whose full names are listed below:

Print Name

(Partner's Signature)

INDIVIDUAL

The Bidder is an individual.

Print Name

Individual's Signature

Bidder must have their signature above notarized below regardless of Bidder Type

Sworn and Subscribed to before me this _____ day of _____, 2017.

My Commission Expires _____, 20__.
Notary Public or other Officer authorized to administer oaths

**2017 SPLASH PADS CONCRETE RESURFACING
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID QUALIFICATION FORM

4.13 BIDDER QUALIFICATION

Bidder Name

Address

Telephone Number

Fax Number

Number of years in business under this name: _____

Include with this Proposal the information required under 1.03 Requirements of Bidders in the Instructions to Bidders. (See attached page)

PROJECT LIST

List three (3) of the largest projects completed in the past two (2) years which are similar in scope to the **2017 SPLASH PADS CONCRETE RESURFACING**. Include client's name, project cost and contact person with phone number

Project Name _____

Description _____

Client Name _____

Project Cost _____ Contact Person _____ Phone Number _____

Architect/Engineer _____ Phone Number _____

Project Name _____

Description _____

Client Name _____

Project Cost _____ Contact Person _____ Phone Number _____

Architect/Engineer _____ Phone Number _____

Project Name _____

Description _____

Client Name _____

Project Cost _____ Contact Person _____ Phone Number _____

Architect/Engineer _____ Phone Number _____

IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES AND SUPERSEDES NOTICE

Revisions of the following Prevailing Wage Rates are made periodically by the Illinois Department of Labor. These may be accessed by computer at <http://www.state.il.us/agency/idol/Rates/EVENMO/COUNTY.HTM>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
- D. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- K. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and,

in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention In Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor’s Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Waukegan Park District’s designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR NAME

By: _____ (Signature)
_____ (Printed Name)

Its: _____(Title)

STATE OF _____)
)SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated:_____

(Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Waukegan Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention in Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

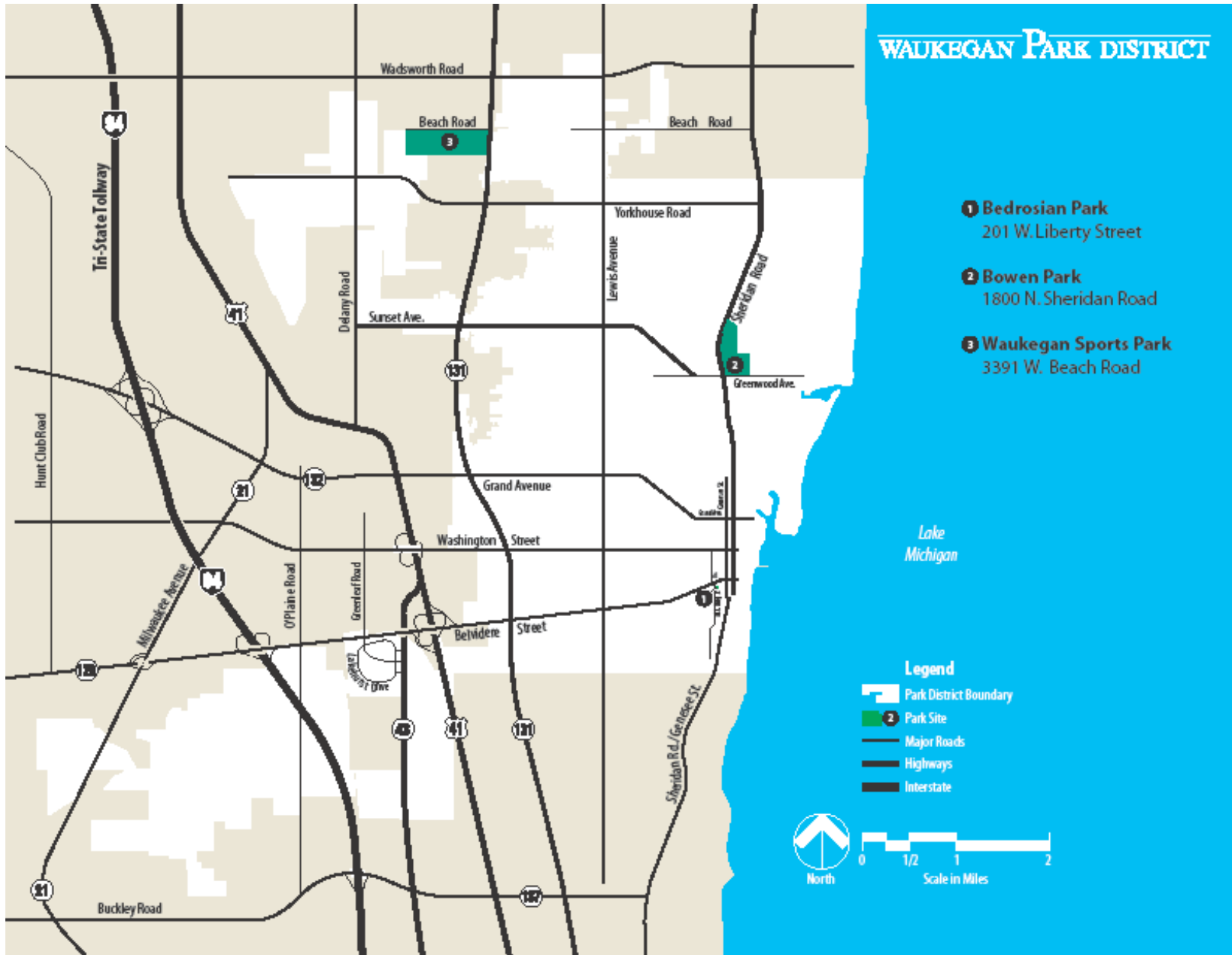
- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention in Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

LOCATION MAP



Scope of Work

Incidental Items of Work: Any items of work shown on the **pictures** or called for in the specifications, but not included in the Bid Proposal Form, shall be considered incidental items of work. All costs of incidental items of work shall be included in the prices bid for associated or adjacent work. The bidder acknowledges that any line item quantity within the bid form can be increased, decreased or deleted from the contract at the price given for each line item.

See Exhibit A: Scope of Work: Splash Pads Concrete Resurfacing and Color Coating Specifications.

Item #	Description	Est. Qty.	Unit	Unit Price	Total
Bedrosian Park					
1	Strip existing stain with two (2) applications of Butterfield Color Blue Delaminator to remove existing color.	2,145	SF		
2	Patch spawling with Ardex CD and cracks deeper than ½" with Ardex CP .				
3	Stain with Smith Floor Colors Deep Aqua and Ocean Blue.	2,145	SF		
4	Seal entire splash pad with two (2) coats of Butterfield Clear Guard. Back roll with texture for slip resistance.	2,145	SF		
				Sub-Total	
Bowen Park					
5	Powerwash existing splash pad.	2,155	SF		
6	Apply one (1) coat of Butterfield Clear Guard on colored concrete.				
7	Apply Butterfield Color Acid Sierra Stain to currently stained concrete.	570	SF		
8	Seal entire splash pad with two (2) coats of Butterfield Clear Guard. Back roll with texture for slip resistance.	2,155	SF		
				Sub-Total	
SportsPark					
9	Strip existing stain with two (2) applications of Butterfield Color Blue Delaminator to remove existing color.	1,675	SF		
10	Patch spawling with Ardex CD and cracks deeper than ½" with Ardex CP.				
11	Stain with Smith Floor Colors Deep Aqua and Ocean Blue.	1,675	SF		
12	Seal entire splash pad with two (2) coats of Butterfield Clear Guard. Back roll with texture for slip resistance.	1,675	SF		
				Sub-Total	
				GRAND TOTAL	

DESCRIPTION OF BID FORM ITEMS (SEE ALSO – SPLASH PADS COLOR COATING SPECIFICATIONS):

Strip Splash Pad – Strip existing stain on Bedrosian Park and SportsPark splash pad with two (2) applications each of Butterfield Color Blue Delaminator to remove existing color. See specification sheet provided.

Repair Work – Patch concrete spawling at Bedrosian Park and SportsPark with Ardex CD. Cracks that are deeper than ½” fill with Ardex CP.

Color Coating - Color splash pads with two (2) coats of Smith Floor Colors Deep Aqua and Ocean Blue at Bedrosian Park and SportsPark. Colors should be applied in the same areas where the previous color was removed. Bowen Park should be stained using one (1) coat of Butterfield Color Acid Sierra Stain to existing stained area.

Seal Coat – At Bowen Park apply one (1) coat of Butterfield Color Clear Guard Acrylic Sealer to the existing stained concrete prior to applying the acid stain to the other areas. Apply two (2) coats of Butterfield Color Clear Guard Acrylic Sealer to all three splash pads over the entire area after staining is complete. Back roll 60 grit aluminum oxide for slip resistance at time of sealer application.

SPLASH PADS CONCRETE RESURFACING SPECIFICATIONS

1.0 GENERAL

- 1.1 SECTION INCLUDES
 - A. Products
 - B. Preparation
 - C. Stripping
 - D. Spawling and Crack Fill
 - E. Color Coating
 - F. Seal Coating
 - G. Acceptance

2.0 PRODUCTS

- 2.1 Color Remover for Bedrosian Park and SportsPark shall be **Buttefield Color Blue Delaminator™ Seal and Coating Remover** or an approved equal product.
- 2.2 Cracks should be filled with **Ardex CP** or an approved equal product at Bedrosian Park and SportsPark.
- 2.3 Spawling should be corrected with **Ardex CD** or an approved equal product at Bedrosian Park and SportsPark.
- 2.4 Color System shall be a water based **Butterfield Color** Ocean Blue and Deep Aqua for Bedrosian and SportParks or an approved equal product. Colors should be applied to match previous staining pattern.
- 2.5 Color System shall be an acid base **Stain Smith Floor Colors** for Bowen Park or an approved equal product. Colors should be applied to match previous staining pattern.
- 2.6 Sealer shall be **Butterfield Color Clear Guard Acrylic Sealer** back rolled with 60 grit aluminum oxide.

Note: For similar product to be considered please provide specification sheet for review.

3.0 EXECUTION

- 3.1 PREPARATION
 - A. Surface shall be thoroughly cleaned of all dirt, debris, and vegetation using a high pressure washer. Existing decorative fencing and plant material are to be protected by contractor so to not be destroyed or damaged during project.
- 3.2 STRIPPING
 - A. Bedrosian Park and SportsPark Splash Pads are to be stripped using two applications of Butterfield Color Blue Delaminator to remove existing color.
- 3.3 SPAWLING AND CRACK FILL
 - A. Concrete spawling should be patched using Ardex CD. Cracks larger than ½" should be filled with Ardex CP.

3.4 COLOR COATING

A. The color finish shall be one of the products listed above or approved equal. The same color shall be applied in same location as color that was removed.

1. COLOR

a. Two (2) coats of color shall be applied to the entire splash pad area in order to provide a uniform and even surface. Butterfield Deep Aqua and Ocean Blue to be applied at **Bedrosian Park** and **Sports Park**.

b. Two (2) coats of color shall be applied to only the area on the splash pad where previous staining occurred in order to provide a uniform and even surface. Butterfield Color Sierra Stain to be applied to the darker stained areas at **Bowen Park**.

3.5 SEAL COATING

A. One (1) coat of Butterfield Color Clear Guard shall be applied to the Bowen Splash Pad in area where colored concrete is located prior to stain being applied to other areas.

B. Two (2) coats of Butterfield Color Clear Guard Acrylic Sealer shall be applied to the entire splash pad area after staining is complete. Back roll 60 grit aluminum oxide shall be applied at time of sealer installation to help with slip resistance.

3.6 ACCEPTANCE

A. Contractor is responsible to oversee the drying of color coating surface. Any rain, damage or vandalism to the surface during drying shall require the contractor to repair damage at no additional cost to the Owner.



Delaminator™ Seal and Coating Remover

Technical Data Sheet DE-1006

FOR PROFESSIONAL USE ONLY. Read all applicable and current product information for your project: Technical Data Sheet (TDS), Color Chart, Installation Guide, Material Safety Data Sheet (MSDS). All information is available for download online at www.butterfieldcolor.com and at point of purchase.

MasterFormat™ Guide Specifications, and Butterfield Color® Architectural Details and Specifications are available for the specifier/designer. All information is available for download online at www.butterfieldcolor.com and at point of purchase.

Engineered Concrete Performance
BUTTERFIELD
COLOR
 3 CONCRETE FINISHES

1. Description: Delaminator™ is a water-based, biodegradable, low odor and a user-friendly coating remover. It is effective for lifting a variety of paints and coatings from concrete, metal, masonry and stone. It will remove acrylic, urethane and latex coatings. It is particularly useful when mechanical coating removal is prohibitive or ineffective. Delaminator™ is non-flammable and does not contain VOC. It is safe for indoor or outdoor use. Clean tools and substrate with water.

2. Limitations: Surface and ambient temperatures during application should be between 65° to 90°F (18° to 32°C). At lower temperatures the dwell time will increase. At higher temperatures, material may prematurely dry before the paint or coating is dissolved. Delaminator™ may soften or damage plastic and rubber. Protect adjacent painted or coated surfaces with plastic sheeting during application. Clean up spills or overspray immediately from surfaces susceptible to damage.

3. Packaging: Delaminator™ is available in 1-gallon (3.8 L) and 5-gallon (19 L) pails. Pails should be stored in a cool, dry place when not in use. Do not allow material to freeze. Do not re-use empty container.

3.1 Shelf Life: 1 year, when stored in original, unopened containers, in dry storage. Do not use material that has been frozen.

4. Coverage: A gallon pail covers 60-100 square feet (1.5 to 2.5 m²/L). Apply full strength. Do not dilute. Coverage will vary with surface texture and application method. Multiple applications may be needed depending upon the type of coating and its thickness. NOTE: Prepare a test area on the actual surface. Use the same tools and techniques that will be utilized on the job to determine the coverage rate:

number of applications, dwell time, product effectiveness, substrate compatibility, and removal method.

5. Application Tools: Apply Delaminator™ with an airless sprayer, brush, or roller (vertical surfaces only). Spraying is the most effective and economical method of application by reducing over-application. The airless sprayer should be equipped with a 0.019 inch or larger orifice. Using a smaller orifice size or excessive air pressure may contribute to premature drying and diminish the effectiveness of the material. Multiple brushes or rollers may be needed, since these tools may soften or dissolve with exposure to the stripping product. Use clean equipment free from water, solvent or paint residues. NOTE: All application tools must be chemical resistant. Clean application tools with clean water immediately after use.

6. Application: Do not proceed with application until the test area has been approved. Protect adjacent painted or coated surfaces and plant material with plastic sheeting. Prevent the stripping product from dissolving the masking tape securing the plastic sheeting by double taping. Remove the over-sprayed top layer of tape immediately after applying product, leaving in place the clean bottom layer of tape. Do not leave tape directly on concrete for extended periods, particularly if the surface is in the hot sun. Adhesive residues may inhibit the application of stains or sealers.

Facilitate mixing by storing material at moderate temperatures. Mix material with a powered drill. Do not hand mix. Mix at low speeds until material is a uniform color and consistency. Mixing time for a 5-gallon pail is 3-5 minutes.

6.1 Initial Application: Apply an even layer of Delaminator™ to the coating's surface. When spraying, utilize the

lowest pressure possible to create a fan pattern. Apply stripper at 1.5-2 times the thickness of the underlying coating. If an insufficient amount of stripper is applied, drying may occur, which will require another application of Delaminator™. Heat, wind, and low humidity may also contribute to excessive drying before the stripper has successfully lifted the coating. Ensure that the coating is completely covered with the Delaminator™. To avoid running on very glossy vertical surfaces, apply the stripper to the desired thickness in two applications. Apply the initial amount of material until the underlying coating's color is masked. After approximately 15 minutes, apply the balance of the stripper.

6.2 Dwell Time: After the initial application, Delaminator™ must penetrate the coating. Do not brush or agitate the surface. The time required for penetration will vary with the type of coating, thickness, temperature, and humidity. Allow 1-3 hours dwell time before attempting removal of the dissolved coating. If the product dries during the dwell time, lightly apply more Delaminator™.

6.3 Reapplication: A multi-layered coating may require additional applications of Delaminator™, as each layer is dissolved and removed. Thoroughly remove the delaminated layer and allow surface to dry before applying Delaminator™ to the next layer. Allow the appropriate dwell time for each application of Delaminator™ before attempting removal. Stamped concrete, broom textured concrete, joints and similarly profiled surfaces may require reapplication of Delaminator™ if the coating has built up in the depressions.

7. Removal: Once the Delaminator™ has completely penetrated and dissolved the coating, removal should

Engineered Concrete Performance
BUTTERFIELD
COLOR
 3 CONCRETE FINISHES



Delaminator™ Seal and Coating Remover

Technical Data Sheet DE-1006

Engineered Concrete Performance
BUTTERFIELD
COLOR
 3 CONCRETE FINISHES

occur within 1 to 3 hours. As the delaminated material re-dries, it can become more difficult to remove. Use a scraper, stiff bristled brush, squeegee, wet vacuum, high-pressure washing, or a combination of these methods for removal. Evaluate the removal method prior to the actual application to assess its impact on the underlying substrate as to scratching, abrading, or etching. Remove the delaminated residue, followed by a thorough rinsing with water. The water component of Delaminator™ and the water used to rinse surfaces may cause a flash rusting of metals prone to oxidation. Clean removal tools with clean water immediately after use. Dispose of all residues in accordance with local, state, and federal guidelines. Additional surface preparation may be needed for stripped substrates that will be stained, sealed, painted, or overlaid. Consult with the manufacturer of those materials.

8. Quality Control: Create a job site sample or test area prior to the removal process. Utilize all materi-

als, tools, and techniques from the actual job in the job site sample. If the surface will be re-sealed, verify adequate wet and dry slip resistance of the sealed surface. Verify maintenance requirements. Site visits by Butterfield Color, Inc. Personnel are for making technical recommendations only and not for supervising or providing quality control.

WARNING: MAY CAUSE EYE, SKIN, AND RESPIRATORY IRRITATION. **DO NOT TAKE INTERNALLY. KEEP OUT OF REACH OF CHILDREN AND ANIMALS.** WEAR EYE PROTECTION AND PROTECTIVE CLOTHING DURING APPLICATION. ENSURE ADEQUATE VENTILATION DURING AND AFTER APPLICATION. IN CASE OF SPILLAGE, ABSORB AND DISPOSE OF MATERIAL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. BEFORE USE, READ MATERIAL SAFETY DATA SHEET. ALL INFORMATION IS AVAILABLE FOR DOWNLOAD ONLINE AT WWW.BUTTERFIELDCOLOR.COM AND

AT POINT OF PURCHASE.

LIMITED WARRANTY AND DISCLAIMER – EXCLUSIVE REMEDY: Butterfield Color, Inc. (“BC”) warrants that this product conforms to its published specifications when it is shipped. THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY AND THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BC does not warrant any particular method of use or application of the product or its performance under any particular condition. If this product does not conform to its published specifications when shipped, we will replace the product as your exclusive remedy. Any action for breach of the limited warranty or any other liability arising from this product must be brought within 90 days of receiving the product. BC is not liable for consequential damages or personal injury arising from the use, storage or handling of this product.

Suggested Short Form Specification for Delaminator™:

Protect adjacent surfaces not receiving coating remover with plastic sheeting and double tape. Apply even coat of Butterfield Color® Delaminator™ according to manufacturer's instructions to a thickness of 1.5- to 2-times the thickness of the coating. For multi-layer coatings, remove delaminated layer and reapply coating remover to each subsequent layer. Allow coating to remain on surface for period established by mock-up. If coating remover dries during dwell time, lightly reapply. Do not brush or agitate the surface. Remove coating within 1 to 3 hours of application using removal tools. Rinse with water to remove residue and dispose of residue legally. Clean tools immediately after use. Clean spillage and residue from adjacent surfaces.

Engineered Concrete Performance
BUTTERFIELD
COLOR
 3 CONCRETE FINISHES

Product Information

Generic Type: Waterborne acrylic

General Properties: A decorative stain for concrete surfaces. Smith's Color Floor is water submersible, alkali, weather and UV light resistant. These stains require a top coat and are compatible with solventbased, water-based, single and two component products, including but not limited to urethanes, acrylics and epoxy sealers.

Warning: Smith's Color Floor is not compatible with Methyl Methacrylate or penetrating (e.g. sodium silicate) sealers.

- Compatible with neutralized acid-based stains
- Compatible with overlays, as a topical stain and as integral color
- May be applied over previously sealed surface
- Low Odor
- Fast Air Dry
- Overnight Deliverable – no Red Label
- Low VOC
- Interior and Exterior application

Recommended Use: A user-friendly stain for cured concrete slabs (28 days) and other porous substrates. May be applied over sealed surfaces (refer to Application Instructions).

Not recommended for: Non-porous substrates (e.g. metal, resin, fiberglass) when submerged in water or exposed to severe weather conditions.

Colors: Three different "Series" give the applicator a wide range of affects that they may obtain. All the colors in the Color Floor line are totally compatible with one another in both the dry and wet stage.

Classic Series: can be used for applications that range from high hide to transparent variegated appearance.

Old World Series: remain transparent even with multiple coats — appear very similar to acid stains.

Bright Light Series: are high-chroma, intense colors for accenting or artistic differentiation.

Color Retention: All the colors formulated for Smith's Color Floor have been specially selected to produce the most durable lightfast and alkali resistant coatings available:

Pigment	Alkali Resistance	Ultra-violet Light Resistance
Carbon Black	Excellent	Excellent
Titanium White	Excellent	Excellent
Iron Oxide	Excellent	Excellent
Phthalo Blue	Excellent	Excellent
Phthalo Green	Excellent	Excellent

Typical Chemical Resistance:

Exposure	Concentrate	Dilute (10%)
Acids	Good	Excellent
Alkalis	Excellent	Excellent
Solvents		
Aliphatic	Good	Good
Aromatic	Good	Good
Ketones	Poor	Poor
Salt	Excellent	Excellent
Water	Excellent	Excellent

Coverage:

Package Size	Total Yield*	Coverage
4 ounces	20 ounces	35-50 sq ft
1 quart	1.25 gallons	250-400 sq ft
1 gallon	5 gallons	1000-1600 sq ft
5 gallons	25 gallons	5000-8000 sq ft

** Only Deionized, Reverse Osmosis or Distilled Water should be mixed with Smith's Color Floor & Color Wall Concentrates*

Note: Coverage depends on surface porosity, profile and desired appearance

Taber Abrasion Resistance Test

ASTM D 4060-95:

Performed by independent laboratory, Architectural Testing, Inc.

Abrasion resistance values of Smith's Color Floor are comparable to acid-based stain.*

Full report of Architectural Testing, Inc.'s Taber Abrasion Resistance Test is available upon request.



Product Information

Volatile Organic Content:

<i>Note: V.O.C. varies with color</i>		Calculated EPA Method 24	Per Actual Gallon
As supplied	lbs/gal g/l	1.19-1.4 142.6-164.5	.43-.45 50.9-54
Diluted Stain	lbs/gal g/l	1.19 - 1.4 142.6 - 164.5	.083 - .088 9.97 - 10.5

Recommended Dry Film Thickness per Coat:

<1 mil

Storage Conditions: 40-110°F

Shelf Life:

Unopened Container	4 years
Opened Containers	24 months
Diluted Stain	3 months

Color: See Smith's Color Floor Color Chart.

Gloss: Eggshell

Ordering Information:

Prices may be obtained from Smith Paint Products, Sales Representative or local Smith's Decorative Concrete Products Dealer.

Approximate Ship Weight:

	Quarts	1 gal	5 gal
Smith's Color Accents	2.3 lbs	8.9 lbs	44.2 lbs

Flash Point:

Smith's Color Floor >212°F (100°C)

Upon information, belief and to the best of our knowledge, the information contained herein is true and accurate as of the date of issuance of this particular product and any and all information conveyed, expressed or implied is subject to change without prior notice. We guarantee our products to conform to Smith Paint Products' quality control mechanisms, but not to any other standards. We assume no responsibility for coverage, performance or injuries resulting from use, misuse or uses not described in any promotional materials. Promotional materials are not a supplementation to any contract or expand any term or condition of the product purchase agreement, if any is reduced to writing. Liability, if any, is limited to replacement of the purchased product upon presentation of valid sales receipt or invoice, and no damages for any consequential, liquidated or other damages are provided under this Limitation of Liability and Limited Warranty. NO OTHER WARRANTY OR GUARANTY OF ANY KIND IS MADE BY SMITH PAINT PRODUCTS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DO NOT PURCHASE AND USE THIS PRODUCT IF YOU HAVE NOT AGREED TO THE ABOVE TERMS.

Application Instructions

These instructions are not intended to show product recommendations for specific service. They are issued as an aid in determining correct surface preparation, mixing instructions and application procedure.

These instructions should be followed closely to obtain the maximum service from the coatings.

Area Preparation: Be sure to mask or cover all areas that are not intended to be stained including but not limited to door frames, doors, walls and windows.

Surface Preparation: Whether new or old concrete, the surface preparation phase of "Staining a Concrete Floor" should be viewed as the most important. Proper floor preparation results in the stains longevity, minimizes potential failures and creates the best environment for an aesthetically pleasing work of art. In short, the more detail and time allotted to this phase of the project will dramatically affect the appearance and durability of the finished floor.

The surface must be free of all foreign materials that would inhibit the absorption of Smith's Color Floor stain. Foreign materials include, but are not limited to grease, dirt, glue, previous coatings, and sealer*.

**Smith's Color Floor can be applied to previously sealed surfaces. The process is described in "Previously Sealed Surfaces".*

Do not use an acid etch as a cleaning method.

Surface preparation is required for both newly cured or old concrete.

Horizontal Application:

Exterior-broom finish

- 1) Broom finishes may result in high profiles or peaks in the substrate which erode faster than the remaining substrate. Remove these unstable sections by simply running an ice scrapper or other metal object over the substrate. Extract debris from substrate. This step will enhance the longevity and durability of the install.
- 2) Apply Smith's Green Clean following the instructions for Exterior & Interior

Exterior & Interior

- 1) Remove paint, adhesives and loose particulates from the intended application surface.
- 2) Liberally apply Smith's Green Clean to a 20 x 20 foot section of the substrate with ½ inch nap roller cover.
- 3) Allow the gel to remain on the substrate for 20 minutes.

Interiors – use of power wash is not applicable.

- 4) Agitate Smith's Green Clean utilizing a floor buffer (small area) or an auto-scrubber (large area) equipped with brush attachments while rinsing with clean water.
- 5) Extract material utilizing a wet/dry vacuum or lower the squeegee uptake bar on the auto-scrubber. Continue to flush and agitate the substrate until the rinse water is clear and surface is free of gel residue.

Areas that can be pressure washed:

- 6) Remove Smith's Green Clean Cleaning from the surface using a power washer* with overlapping line patterns.
 - 7) Allow the area to dry adequately before performing a Tape Test. Upon the completion of a successful Test begin the application of Smith's Stains.
- * Power wash = 0 degree rotating nozzle with 12,000 work units (Work Units = Gallons per Minute x PSI)*
Interior

If additional profile is desired, reapply Smith's Green Clean following the previous directions.

Grinding:

- 1) 1st Pass = 40 grit metal bonded diamonds (or comparable) if the surface requires (e.g. adhesives, profile irregularities)
- 2) 2nd Pass = 150 grit metal bonded diamonds (or comparable).
- 3) Inspect the substrate for scratch patterns created by the grinding process. If a scratch pattern exists, continue the grinding process by increasing the grit of the diamond. Wet grinding must be used with resin bonded diamonds to avoid transfer of the resin to the substrate.

Dry Grinding:

- 3) Remove excess dust with vacuum.
- 4) Remove remaining dust and particulate with micro-fiber pad. A minimum of 3-4 passes over the substrate with a new/clean micro-fiber mop per pass will remove residual dust. The use of an auto-scrubber with brush attachment in conjunction with clean water can also be used to extract particulate. Continue to clean substrate until extracted water is clear.

Wet Grinding:

- 3) Remove slurry from floor via wet vacuum or autoscrubber with brush attachment in conjunction with clean water.
- 4) Continue to clean substrate until extracted water is clear.

Perform Tape Test once substrate is prepared and dry.



Application Instructions

Tape Test: A tape test will help determine the effectiveness of the cleaning process. After the floor has been thoroughly scrubbed, rinsed and allowed to dry; apply several 1 foot strips of high quality 2" packaging tape to various locations on the floor. Aggressively press the tape onto the floor with the heel of your hand. Fold one end of the tape into itself and pull it off of the floor as vigorously as possible. Examine the adhesive layer in a bright light looking for residue that was pulled from the floor. Little to no dust or other foreign particles should be visible. Areas with visible foreign material need to be scrubbed and rinsed again until the surface is free of these contaminants.

Dilution/Mixing: Smith's Color Floor is supplied as a concentrate. The recommended dilution ratio for base colors applied to concrete is 1 part concentrate to 2 parts Smith's Base Boost to 2 parts distilled, deionized, or reverse osmosis water. For application of highlight colors, overlay systems or previously coated substrates utilize 1 part concentrate to 4 parts distilled, deionized or reverse osmosis water. Concentrate will result in ready to use stain by simply stirring mixture.

Note: "Hard" water has an adverse affect on Smith's Color Floor. Therefore, in order to achieve maximum service distilled, deionized or reverse osmosis water is recommended.

Thinning: The recommended dilution ratio for Smith's Color Floor can be found in Dilution/Mixing section. Increased transparency as well as lighter color shade can be achieved by increasing the dilution ratio (amount of water to concentrate). The dilution ratio should not surpass 1 part concentrate to 8 parts distilled, deionized or reverse osmosis water.

Note: As dilution ratio increases, the amount of vehicle solids (glue) decreases resulting in a less durable stain.

High Hide: Decreasing the dilution ratio of the Classic Series (e.g. 1 part concentrate to 1 part water) will increase hide or opacity. This allows the applicator to cover stains as well as achieve uniformity on different integrally colored surfaces.

Application Directions:

	Material	Surface	Ambient	Humidity
Best	60-90°F	65-85°F	65-90°F	10-60%
Minimum	45°F	45°F	45°F	0%
Maximum	105°F	110°F	110°F	80%

Application Method: To achieve a natural variegate appearance, Smith's Color Floor should be applied by creating a mist via an airless sprayer, High Volume Low Pressure (HVLP) sprayer, production gun, pump sprayer or trigger spray bottle. The variegation is the result of the specific gravities of the pigments as well as the absorption rate of the application surface. Roller application methods force absorption resulting in mechanical lines.

Brush/Sea Sponge Application: For application areas where coverage and product control is warranted, apply Smith's Color Floor with a sea sponge or traditional bristle brush (e.g. corners and walls) Using this method of application may result in the appearance of mechanical lines.

Secondary/Highlight Color: To achieve increase color depth or mottled appearance. A secondary or highlight coat can be applied as soon as initial Smith's Color Floor color is dry to the touch (approximately 15 minutes).

Note: All Smith's Color Floor Colors are compatible, thus can be mixed, sprayed simultaneously and layered to achieve a desired appearance.

Previously Sealed Surfaces: After cleaning the previously sealed surface, apply Smith's Color Floor via an airless sprayer or HVLP (this application will atomize the stain) to a small, out of the way test section of the sealed surface. Allow the stain to dry (15-20 minutes). Test for adhesion by running your hand over the stained surface. If you are unable to rub the stain off, the stain has achieved adhesion. Apply Smith's Color Floor stain to the remaining areas. Allow a 24 hour drying period before applying a clear sealer over Smith's Color Floor.

Dry Times: (optimal)

Temperature	Relative Humidity	Dry to the Touch	Final Cure/ Sealer Coat
70°F	30%	15-20 min	24 hours

Note: High humidity and lower temperatures will lengthen dry and cure times. Dry time can be shortened by increasing temperature and airflow. Proper adhesion will develop with 24 hour cure time.

Clean Up: Immediately clean up work area and tools with water while stains are still wet.

Floor Protection: Use paper and/or cardboard to protect stained and sealed floor from other trades or during a move. Do not use tape on a sealed surface until sealer is fully cured. A good rule is 30 days for a sealer to fully cure.



Perma-Cast® Sierra Stain™

Technical Data Sheet PS-0204

3 CONCRETE FINISHES
 BUTTERFIELD COLOR
 Engineered Concrete Performance

FOR PROFESSIONAL USE ONLY. Read all applicable and current product information for your project: Technical Data Sheet (TDS), Color Chart, Installation Guide, Material Safety Data Sheet (MSDS). All information is available for download online at www.butterfieldcolor.com and at point of purchase.

MasterFormat™ Guide Specifications, and Butterfield Color® Architectural Details and Specifications are available for the specifier/designer. All information is available for download online at www.butterfieldcolor.com and at point of purchase.

1. Description: Perma-Cast® Sierra Stain™ is a penetrating reactive stain that chemically combines with cured concrete to produce permanent, variegated coloring effects. Perma-Cast® Sierra Stain™ is suitable for exterior hardscapes, artificial rock formations, interior floors, walls, statuary, and countertops. Because there are so many variables involved in the chemical reaction process (i.e. mix design, age, porosity, texture and color of the concrete substrate), each application of Perma-Cast® Sierra Stain™ produces unique results. Expect wide color variations, mottling and unevenness of the color. If these coloring effects are not desired, Perma-Cast® Sierra Stain™ should not be used. When more uniformly colored concrete is desired for new concrete installations, Uni-Mix® Integral Concrete Colorant or Perma-Cast® Shake-on Color Hardener should be specified.

Perma-Cast® Sierra Stain™ is composed of metallic salts in an acid based solution. When applied to concrete or some other cementitious materials such as overlays, the stain reacts with the free lime to create colored mineral deposits in the pores of the surface. Perma-Cast® Sierra Stain™ is a concentrate that is formulated to mix 1:1 with water. On Butterfield Color® cementitious overlays, more water may be required for desired look (see section 4. Coverage).

Perma-Cast® Sierra Stain™ is available in 7 standard colors. Custom colors or color matching is difficult. However, different stain colors may be used in combination for more coloration affects.

For truly unique and creative concrete installations, use of Perma-Cast® Sierra Stain™ can be used in conjunction with other Butterfield Color® products: Uni-Mix® Integral Concrete Colorant, Uni-Mix® Liquid Integral Concrete Colorant, Perma-Cast® Shake-on Color Hardener, T1000™ Fine Overlay, T1000™ Stampable Overlay, MT Resurfacer™ and Micro-Cem™ Ultra-Thin Overlay.

2. Limitations: Perma-Cast® Sierra Stain™ must be able to penetrate the substrate for a proper chemical reaction. Perma-Cast® Sierra Stain™ colors Caribbean, Verdigris and Weathered Bronze must only be used for interior applications

since they may blacken when exposed to moisture from rain or sprinklers. Old or weathered concrete may not be effectively colored with chemical stain. Not all concrete can be stained. Concrete containing reactive pozzolans may not accept stain.

The colorations produced are translucent. Do not use chemical stain to hide surface blemishes or construction problems. Patching materials may not effectively react with chemical stains or may produce colorations distinctly different from the adjacent concrete.

3. Packaging: Perma-Cast® Sierra Stain™ is a concentrate available in 1 gallon (3.8 L) plastic containers. Samples bottles are available for a nominal charge.

Store upright in tightly closed original containers away from sources of heat and combustible materials. Do not store in unlabeled containers. Do not reuse empty container. Color in the container is not the same color of final stained concrete.

3.1 SHELF LIFE: 3 years, when stored in original, unopened containers, in dry storage. Do not use material that has been frozen.

4. Coverage: Coverage will vary widely depending on the porosity and texture of the concrete surface, application method, number of applications required and desired color intensity. **Mix 1 gallon of Perma-Cast® Sierra Stain™ with one gallon of clean water.** Do not use stain at full strength since excessive etching of the concrete surface may occur. Apply diluted material at 200-300 square feet/gallon depending on the porosity and texture of the surface. Two applications are recommended.

5. Preparation: Produce and approve a mock-up on the actual surface that will be chemically stained. Mock-up should include all the tools and techniques that will be used on the actual job, including sealer. If, during the mock-up application, Perma-Cast® Sierra Stain™ does not create a fizzing reaction, additional cleaning may be needed or the surface may be too old or weathered to react with the chemical stain. Consider using Elements™ Trans-

parent Concrete Stain on old and weathered concrete, or when the desired color effects cannot be achieved with a chemical stain. Read the Elements™ Transparent Concrete Stain Technical Data Sheet before using product. All information is available for download online at www.butterfieldcolor.com and at point of purchase.

Clean surfaces to ensure adequate penetration of the chemical stain and the removal of contaminants that may adversely affect the chemical stain reaction. Do not use an acid solution to clean the surface. Dense concrete surfaces will require mechanical preparation. Concrete floors that appear glossy because of a hard troweled or burnished finish must be mechanically prepared to remove the surface shine before staining using a low speed floor machine with a cleaning pad, sanding screen or an aggressive grit brush depending on the surface porosity. Protect surrounding areas, particularly adjacent surfaces, during application of Perma-Cast® Sierra Stain™ and clean up of the residue. Do not use acidic cleaning products before or after staining.

5.1. NEW CONCRETE: Concrete should be at least 21 days old and dry before applying Perma-Cast® Sierra Stain™. Liquid curing compounds, liquid hardeners, densifiers or other film forming products should not be used on new concrete installations prior to chemical staining. All surfaces should be cured by the same method and chemically stained at the same age. Use clean, unwrinkled, non-staining curing paper, with minimal overlap between sheets. Overlaps may be secured using blue painters tape. Do not place tape directly onto concrete. Plastic sheeting should not be used for curing unless its affects upon the concrete are desired.

Once concrete has been placed, finished, and cured, protect surface from all construction activity prior to chemical staining. Use protective coverings while work is being done over the surface. Remove protective coverings after work is completed, allowing the concrete to uniformly dry. Do not store lumber, steel, plumbing, masonry, or chemicals on the floor. Pressure wash or scrub with a rotary floor machine, dirt, and dust from the surface. Use a low

3 CONCRETE FINISHES
 BUTTERFIELD COLOR
 Engineered Concrete Performance



Perma-Cast® Sierra Stain™

Technical Data Sheet PS-0204

Engineered Concrete Performance
BUTTERFIELD
COLOR
 3 CONCRETE FINISHES

foaming, alkaline cleaner and scrub floor with a black pad or grit brush. Thoroughly rinse and wet vacuum cleaning residues. This method of cleaning is generally effective for water-soluble contamination prior to the application of topical stains and sealers. Test the surface for penetration prior to chemical staining.

5.2. EXISTING CONCRETE: Older concrete must be free from sealers, wax, mastics, grease, oil and other contaminants that are blocking the pores of the substrate. Determining the effective penetration by the chemical stain can be evaluated by wetting the surface with water. If the water is quickly and evenly absorbed, and darkens the surface, no extensive preparation may be required.

Surfaces that are densely burnished or heavily soiled will require mechanical abrasion. Use a 60-80 grit sanding screen or aggressive grit brush with a low speed floor machine. Note: Mechanical preparation may change the surface texture and color. Evaluate cleaning methods thoroughly before proceeding. Once surface cleaning and preparation is completed, use a low foaming, alkaline cleaner and scrub floor with a black pad or grit brush. Thoroughly rinse and wet vacuum cleaning residues. Test the surface for penetration prior to chemical staining.

5.3. OVERLAYS: T1000™ Fine Overlay, T1000™ Stampable Overlay and other similar cementitious topping products should be cured and dry before applying Perma-Cast® Sierra Stain™. T1000™ Fine Overlay requires 7 days of cure time at 70°F (21°C). T1000™ Stampable Overlay requires 14 days. Overlaid surfaces must be cleaned, rinsed and dry prior to applying chemical stain. Do not utilize aggressive cleaning methods until surfaces are thoroughly cured.

Self-leveling overlays will require mechanical preparation prior to the application of Perma-Cast® Sierra Stain™.

6. Application: Do not apply Perma-Cast® Sierra Stain™ to frozen concrete or if slab temperature will drop below freezing within 4-6 hours after application. At low temperatures above freezing, the chemical stain's reaction time will be slowed beyond the normal 4 hours. During elevated ambient and slab temperatures, low humidity or high wind, the rapid drying of the chemical stain may require additional applications to achieve the desired colorations. Lightly misting the concrete with

clean water prior to staining can minimize problems associated with hot and windy job site conditions. Evaluate misting technique on your mock-up panel.

All surfaces must be clean and dry. Protect adjacent surfaces with plastic. Duct tape should not be used, particularly on surfaces that will be stained, since adhesive residue may leave a shadow or inhibit the chemical stain reaction. Blue painters tape is preferred. Tape applied to hot surfaces or exposed to direct sun for extended periods will leave a residue. Plastic sheeting or tape should be removed as soon as staining is complete.

Divide surface into smaller working areas utilizing walls, control joints and other fixed objects as natural stopping points, ensuring a wet edge during application. Organize application to minimize walking through the wet stain and possible tracking into other areas. Restrict activity on the floor after it has been cleaned before staining.

Application tools such as brushes, sponges, containers, and sprayers must be acid resistant. Brushes must be capable of holding Perma-Cast® Sierra Stain™ without excessive dripping. Do not use application equipment that contains metal. Do not use tools that will soften or deteriorate, or leave a color residue when in contact with Perma-Cast® Sierra Stain™. Do not use a paint roller, as it will create distinct overlap lines. During application, avoid random dripping, spillage, and rundown from the equipment, which may produce undesirable colorations that will be difficult to remove.

For most applications, a manually pumped or pressurized plastic garden sprayer can be used to apply Perma-Cast® Sierra Stain™ in a random or circular motion. Chemical stain should fizz when applied. If it does not, additional cleaning is needed or the concrete is too old and does not contain enough reactive materials for a chemical stain reaction. Maintain a wet edge at all times. Keep the saturation amount consistent throughout application. If chemical stain is splashed, dripped, or puddled, those areas could produce undesirable effects. Evaluate application equipment and techniques with a mock-up panel.

Apply Perma-Cast® Sierra Stain™ to vertical surfaces in a similar manner, starting at the bottom and working upward. Avoid excessive rundown of material, as this will produce darker streaks. In confined areas,

where a sprayer is not practical, an acid resistant natural fiber or sponge brush may be used. Protective clothing is very important during vertical applications.

Allow Perma-Cast® Sierra Stain™ to react on the surface for a minimum of 4 hours. Reaction time may vary with ambient and slab temperatures, wind, and humidity. For one-color and multi-colored applications, a small area should be scrubbed and rinsed for effective color evaluation. Additional applications of chemical stain may be done to achieve the desired colorations.

The reaction of the Perma-Cast® Sierra Stain™ with the concrete will produce a powdery residue. The residue must be neutralized and removed to prevent tracking or acting as a bond breaker when a sealer is applied. Chemical stain can be neutralized by scrubbing with a solution of 1 pound of baking soda with 5 gallons of clean water. Avoid using excessive solution since its residue may act as a bond breaker when the surface is sealed. Surface should be rinsed and wet vacuumed until rinse water is clean and clear. If the surface is not thoroughly neutralized and rinsed, the longevity of the stained surface and sealer will be diminished. Do not use a string mop to clean rinse water. Always use a wet/dry vac.

Runoff from rinsing may discolor adjacent surfaces or be harmful to plant material. Control runoff by wet vacuuming or the use of an inert absorbent product. If the rinsed stain residue will contact uncolored concrete, pre-wetting the uncolored concrete prior to rinsing, can minimize absorption of the residues. All stain residue, rinse water, application tools, and cleaning materials should be disposed of in accordance with local, state, and federal regulations.

7. Sealing: After the stained concrete has been thoroughly neutralized and the rinsed concrete has dried thoroughly, apply Clear Guard® Cure and Seal or Clear Guard® PRO 350 Cure and Seal in regions that require 350 g/L VOC. For interior applications use Clear Guard® H₂O Cure and Seal or Clear Guard® H₂O Wet Look. Read Technical Data Sheet before using the curing and sealing products. All information is available for download online at www.butterfieldcolor.com and at point of purchase. Before application of sealer, the Moisture Vapor Emission Rate (MVER) of the concrete or cementitious topping must be measured and be less than 3.75 pounds per 1000 square feet per 24 hours (1.7 kg/92.9 m²/24 hours).

Engineered Concrete Performance
BUTTERFIELD
COLOR
 3 CONCRETE FINISHES



Perma-Cast® Sierra Stain™

Technical Data Sheet PS-0204

Engineered Concrete Performance
BUTTERFIELD
COLOR

3 CONCRETE
9 FINISHES

The MVER can be measured by using a calcium chloride test kit in accordance with ASTM F-1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride. A less accurate, but more readily available means of testing for the presence, but not quantity of moisture, can be done by taping down the edges of a clear 18' x 18" sheet of plastic in accordance with ASTM D-4263, Standard test Method for Indicating Moisture in Concrete by the Plastic Sheet Method. After 24 hours, the presence of moisture or condensation under the plastic generally indicates that conditions exist for an excessively high MVER.

Treated surfaces may be slippery during application prior to drying, and when wet with water or liquids after drying. Concrete should be textured sufficiently to eliminate potential slipping hazards. In addition, use a non-slip additive with the sealers. Interior floors may be maintained with a slip resistant wax. Test and confirm that the material is adequately slip resistant prior to opening installation to any traffic.

8. Maintenance: Periodically inspect cured and sealed surfaces for wear or damage. All concrete curing and sealing compounds will eventually exhibit the affects of weathering and traffic. For maximum coating life and performance, wipe up all chemical solvent or petroleum spills as soon as possible. Remove abrasive debris by sweeping or vacuuming. Do not drag, drop or place sharp edges on sealed surfaces. Periodic washings with mild detergents will help maintain surface luster. Do not use solvent or acid based cleaning materials for general cleaning. Hot car

tires or turning tires while car is standing may damage the sealer. Surfaces that will be subjected to car traffic, de-icing salts or chemical exposure, must receive minimally, two applications of Clear Guard® Cure and Seal, Clear Guard® PRO 350 Cure and Seal, Clear Guard® H₂O Cure and Seal, or Clear Guard® H₂O Wet Look.

Prior to re-coating, the surface and joints must be clean, dry, free from cleaning product residue, other contamination, or loose materials, which will affect the adhesion of sealers. When re-coating, a slip resistant additive may be added to the sealer.

8.1. INTERIOR FLOORS: Regularly clean by dry and wet mopping. Periodically machine scrub, rinse, and wet vacuum the surface. Apply a maintenance wax or slip resistant wax as directed by the wax manufacturer. This type of periodic maintenance will greatly enhance the appearance of the floor and minimize the need to strip and/or reapply the sealer. Stained and sealed concrete floors will require maintenance.

9. Quality Control: Cast a job site sample at least 21 days prior to the installation for approval of color and finish. Utilize all materials, tools, and techniques from the actual job in the mock-up. Consistent batching, pouring, finishing, curing, sealing, and preparation techniques, will ensure the uniformity of architectural concrete. Verify adequate wet and dry slip resistance. Verify maintenance requirements. Site visits by Butterfield Color, Inc. Personnel are for making technical recommendations only and not for supervising or providing quality control.

WARNING: CORROSIVE LIQUID. MAY CAUSE SEVERE EYE AND SKIN IRRITATION OR BURNS. MAY BE FATAL IF SWALLOWED, INHALED OR WITH PROLONGED EXPOSURE TO THE SKIN. WEAR PROTECTIVE CLOTHING, RESPIRATOR, CHEMICAL RESISTANT SAFETY GLASSES, AND GLOVES. KEEP WORK AREA WELL VENTILATED DURING APPLICATION. DO NOT TAKE INTERNALLY. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. READ MATERIAL SAFETY DATA SHEET (MSDS) BEFORE APPLICATION. ALL INFORMATION IS AVAILABLE FOR DOWNLOAD ONLINE AT WWW.BUTTERFIELDCOLOR.COM AND AT POINT OF PURCHASE.

LIMITED WARRANTY AND DISCLAIMER – EXCLUSIVE REMEDY: Butterfield Color, Inc. ("BC") warrants that this product conforms to its published specifications when it is shipped. THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY AND THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BC does not warrant any particular method of use or application of the product or its performance under any particular condition. If this product does not conform to its published specifications when shipped, we will replace the product as your exclusive remedy. Any action for breach of the limited warranty or any other liability arising from this product must be brought within 90 days of receiving the product. BC is not liable for consequential damages or personal injury arising from the use, storage or handling of this product.

Suggested Short Form Specification for Butterfield Color® Perma-Cast® Sierra Stain™:

Chemically stained concrete shall received two applications of Butterfield Color® Perma-Cast® Sierra Stain™ using [] color after concrete has cured 21 days minimum. Prepare surfaces, apply stain, neutralize acidic residue, and rinse according to manufacturer's instructions. Allow concrete to dry completely before sealing. Seal concrete with 2 coats Butterfield Color® Clear Guard® Cure and Seal with slip-resistive additive according to manufacturer's instructions.

Engineered Concrete Performance
BUTTERFIELD
COLOR

3 CONCRETE
9 FINISHES

Clear Guard® Cure and Seal

Technical Data Sheet CG-02

3 CONCRETE FINISHES
 BUTTERFIELD COLOR
 Engineered Concrete Performance

FOR PROFESSIONAL USE ONLY. Read all applicable and current product information for your project: Technical Data Sheet (TDS), Color Chart, Installation Guide, Safety Data Sheet (SDS). All information is available for download online at www.butterfieldcolor.com and at point of purchase.

MasterFormat™ Guide Specifications, and Butterfield Color® Architectural Details and Specifications are available for the specifier/designer. All information is available for download online at www.butterfieldcolor.com and at point of purchase.

1. Description: Clear Guard® Cure and Seal is a solvent-based, VOC compliant, non-yellowing, curing, and sealing compound for newly poured and existing concrete surfaces. The product is formulated for curing and sealing uncolored concrete, integrally colored concrete, and color hardened (shake-on) concrete, stamped or stenciled concrete, and cementitious overlays. It is recommended for use with Uni-Mix® Integral Concrete Colorant and Uni-Mix® Liquid Integral Concrete Colorant integral coloring systems, Perma-Cast® Shake-on Color Hardener, Perma-Cast® Sierra Stain™, T1000® Fine Overlay, and T1000® Stampable Overlay. It is suitable for residential or commercial projects, interior floors, exterior hardscapes, and vertical surfaces.

Clear Guard® Cure and Seal visually enhances the concrete color, protects the surface from dirt and staining, and minimizes the affects of de-icing salts and exposure to gas or oil. It is well suited for application to cured concrete to prevent absorption or penetration of many fats, oils, greases, aliphatic solvents, salts, acids, and other chemicals. By preventing penetration of these compounds, Clear Guard® Cure and Seal provides good economical protection for floors and hardscapes, thereby reducing maintenance costs.

As a curing compound, it improves the surface strength, abrasion resistance, and durability of the concrete, and reduces the potential for plastic cracking. It forms a moisture barrier that prevents free lime in the concrete from migrating and reacting at the surface, forming a dust residue. Curing with Clear Guard® Cure and Seal also provides interim construction protection from most oils, greases, chemical spills, and from the adhesion of mortar splashes. Final cleanup costs are reduced and the resulting concrete surface appearance is greatly enhanced. Clear Guard® Cure and Seal can also be applied to old concrete, terrazzo, brick, and masonry tiles to dust proof and impart stain and chemical resistance.

Clear Guard® Cure and Seal is a Methyl Methacrylate Acrylic copolymer specifically designed to meet the moisture retention properties of AASHTO M 148, ASTM C309, and ASTM C1315, when applied at the recommended coverage rate. It is a

clear liquid (25% solids by weight), which dries to a high gloss, breathable, UV resistant film. Clear Guard® Cure and Seal complies with all VOC (<700 g/L) requirements and other Federal and State Air Quality Regulations. Be sure to check the VOC requirements in your area prior to use. The longevity of Clear Guard® Cure and Seal depends upon the dried film thickness, exposure, and use conditions. Clear sealers will scratch and scuff, and will require maintenance. Treated surfaces are readily recoated with adequate cleaning.

2. Limitations: Do not use on concrete slabs with inadequately drained sub-grade and/or surfaces subject to hydrostatic water pressures. Do not use in swimming pools, fountains or ponds. Do not use on surfaces that will have direct food contact. Do not use for recoating or in conjunction with other floor sealers, treatments, bond breakers, or adhesives without prior test to determine compatibility and adhesion. Do not use to fill or repair cracks in the substrate.

Warning: Treated surfaces may be slippery during application prior to drying, and when wet with water or liquids after drying. Concrete should be textured sufficiently to eliminate potential slipping hazards. In addition, use a non-slip additive with the Clear Guard® Cure and Seal. Interior floors may be maintained with a slip resistant wax. Test and confirm that the treated surface is adequately slip resistant prior to opening installation to any traffic.

3. Chemical Resistance: Clear Guard® Cure and Seal provides 24-hour spot resistance to the following chemicals with little, if any, coating effect:

<i>antifreeze</i>	<i>deicing salts</i>
<i>foods</i>	<i>fruit juices</i>
<i>vegetable oil</i>	<i>vegetable extracts</i>
<i>diesel fuel</i>	<i>petroleum oil</i>
<i>ethanol</i>	<i>power steering fluid</i>
<i>calcium chloride</i>	<i>sodium chloride</i>

For materials not appearing in this chart, a test application is necessary.

4. Packaging:

Container	Content
Pail	1 US gallon (03.8 L)
Pail	5 US gallon (19.0 L)
Drum	55 US gallon (209 L)

4.1 SHELF LIFE: Indefinite, when stored in original, unopened containers, in dry storage.

5. Coverage: Coverage rates vary with surface texture and porosity, ambient and surface temperatures and method of application. The following coverage rates are approximate for broom finish concrete surfaces:

Curing: 300 ft²/gal (7.4 m²/L)
 Sealing: 300-400 ft²/gal (7.4-9.8 m²/L)

Avoid excessive build-up, particularly in the depressed textures and grout joints of stamped or stenciled concrete, hand tooled or saw cut joints. Thicker applications may lead to discoloration and diminished sealer performance. Wipe up or brush out excessive material before the film becomes tacky.

6. Application: Clear Guard® Cure and Seal may be applied using a roller, hand pump sprayer, or airless sprayer. If using a roller, a non-shed solvent resistant roller with 1/4"-1/2" nap length is recommended. The nap length of the roller will depend on the surface porosity and texture of the concrete. **NOTE: If a Color Guard™ Tint Cup is added, the sealer must be applied with a pneumatic airless sprayer or HVLP sprayer. Use of a roller, brush, or hand pump sprayer is not advisable.** Best results are obtained when product is applied at substrate temperatures in excess of (50°F), (10°C). Do not apply at or below (50°F) (10°C) or when such temperatures are expected within 72 hours following application. Control interior environment to prevent condensation from forming on the surface prior to sealing and before the sealer has become tack free. Do not apply if there are concerns with the quality of the color or finish of the concrete, until those concerns are adequately addressed.

When using a sprayer, apply material with a fan pattern nozzle. Spray equipment should be clean and in good working condition. Sprayer seals must be solvent resistant. Hand pump sprayers must be capable of delivering moderately viscous liquids. Care must be taken to protect adjacent areas from over spray.

6.1. NEW CONCRETE: UNCOLORED, INTEGRALLY COLORED, COLOR HARDENED: Apply Clear Guard® Cure and Seal immediately following final finishing and after the slab is firm enough to walk on without damage. Do not apply if bleed water is present. Apply to vertical surfaces immediately following form

3 CONCRETE FINISHES
 BUTTERFIELD COLOR
 Engineered Concrete Performance

Clear Guard® Cure and Seal

Technical Data Sheet CG-02

Engineered Concrete Performance®
BUTTERFIELD®
COLOR
 3 CONCRETE FINISHES

removal. Avoid runs or puddles and over application. To achieve maximum sealing and dust-proofing benefits, a second application should be made at least two weeks after the cure coat application. Surfaces to be retreated should be dry and clean. Apply in a continuous wet surface film. Application of product over excessively smooth, hard-troweled surfaces may result in adhesion loss.

6.2. COLORED STAMPED OR STENCILED CONCRETE: After concrete has been stamped using Perma-Cast® Antiquing Release agent, thoroughly remove the residual release powder by washing and scrubbing. The concrete should be allowed to dry thoroughly before applying Clear Guard® Cure and Seal. If Butterfield Color® Clear Liquid Release is used, do not apply Clear Guard® Cure and Seal until the liquid release has sufficiently evaporated (no wet sheen gloss) from the surface. Read the Perma-Cast® Antiquing Release and the Butterfield Color® Clear Liquid Release Technical Data Sheets before applying products. All information is available for download online at www.butterfieldcolor.com and at point of purchase.

6.3. EXISTING CONCRETE: Adequately remove accumulations of grease, oil residue, incompatible curing, or sealing compound residue and other substances that would diminish adhesion. Wash surfaces thoroughly. Allow surface and joints to adequately dry before applying Clear Guard® Cure and Seal. Very rough, porous and deeply textured surfaces may require multiple applications to ensure the formation of a protective film, without pinholes or holidays.

Before application of sealer the Moisture Vapor Emission Rate (MVER) of the concrete or cementitious topping must be measured and be less than 5 pounds per 1000 square feet per 24 hours (2.27 kg/92.9 m² per 24 hours). Promptly clean application equipment with Xylene following use. Handle and dispose of cleaning residue properly.

7. Maintenance: Periodically inspect cured and sealed surfaces for wear or damage. All concrete curing and sealing compounds will eventually exhibit the affects of weathering and traffic. For maximum coating life and performance, wipe up all chemical solvent or petroleum spills as soon as possible. Remove abrasive debris by sweeping or vacuuming. Do not drag, drop or place sharp edges on sealed surfaces. Periodic washings with mild detergents will help maintain surface luster. Do not use solvent

or acid based cleaning materials for general cleaning. Hot car tires or turning tires while car is standing may damage the sealer. Surfaces that will be subjected to car traffic, de-icing salts or chemical exposure, must receive minimally, two applications of Clear Guard® Cure and Seal.

Prior to recoating, the surface and joints must be clean, dry, free from cleaning product residue, other contamination, or loose materials, which will affect the adhesion of Clear Guard® Cure and Seal. When recoating, a slip resistant additive must be added to the sealer.

7.1. INTERIOR FLOORS: Regularly clean by dry and wet mopping. Periodically machine scrub, rinse, and wet vacuum the surface. Apply a maintenance wax or slip resistant wax as directed by the wax manufacturer. This type of periodic maintenance will greatly enhance the appearance of the floor and minimize the need to strip and/or reapply the sealer.

7.2. NO GLOSS FINISH: Clear Guard® Cure and Seal can be modified in the field to reduce the surface shine of the dried film with Butterfield Color® Flattening Paste. It is a solvent-based silica paste that is added directly to the sealer.

Shelf life for Butterfield Color® Flattening Paste is 1 year, when stored in original, unopened containers, in dry storage, between 60°-80°F. Do not use material that has been frozen.

Add the contents of the one-quart (0.95 L) container to 5 gallons (19 L) of sealer. Do not thin or alter with any chemical. Mix thoroughly with a drill mounted mixer. Do not introduce air bubbles into sealer by excessive high speed mixing. Once Butterfield Color® Flattening Paste is added to the sealer, remix periodically during the application and before each use of the mixed products.

7.3. DRY TIME: Drying times will vary depending upon wet film thickness, surface texture and porosity, ambient and surface temperatures, humidity, and if the product is being used as a cure coat or a seal coat.

At 70°F, approximate dry times:

Tack free:	1 hour
Light foot traffic:	6 hours
Light car traffic:	24 hours
Normal car traffic:	72 hours

8. Quality Control: Cast a job site sample at least 21 days prior to the installation for approval of color and finish. Utilize all ma-

terials, tools, and techniques from the actual job in the mock-up. Consistent batching, pouring, finishing, curing, sealing, and preparation techniques, will ensure the uniformity of architectural concrete. Verify adequate wet and dry slip resistance. Discuss maintenance requirements. Site visits by Butterfield Color, Inc. Personnel are for making technical recommendations only and not for supervising or providing quality control. Maintenance requirements should also be discussed.

WARNING: COMBUSTIBLE LIQUID AND VAPOR. EXTINGUISH ALL PILOT LIGHTS AND OTHER SOURCES OF OPEN FLAME. MAY CAUSE EYE, SKIN, AND RESPIRATORY IRRITATION. **DO NOT TAKE INTERNALLY. KEEP OUT OF REACH OF CHILDREN AND ANIMALS.** WEAR AN ORGANIC RESPIRATOR, EYE PROTECTION, AND PROTECTIVE CLOTHING DURING APPLICATION. COVER PLANT MATERIAL. ENSURE ADEQUATE VENTILATION DURING AND AFTER APPLICATION. PREVENT FUMES FROM ENTERING THE HVAC SYSTEM. IN CASE OF SPILLAGE, ABSORB AND DISPOSE OF MATERIAL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. BEFORE USE, READ THE SAFETY DATA SHEET (SDS). ALL INFORMATION IS AVAILABLE FOR DOWNLOAD ONLINE AT WWW.BUTTERFIELDCOLOR.COM AND AT POINT OF PURCHASE.

LIMITED WARRANTY AND DISCLAIMER – EXCLUSIVE REMEDY: Butterfield Color, Inc. (“BC”) warrants that this product conforms to its published specifications when it is shipped. THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY AND THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BC does not warrant any particular method of use or application of the product or its performance under any particular condition. If this product does not conform to its published specifications when shipped, we will replace the product as your exclusive remedy. Any action for breach of the limited warranty or any other liability arising from this product must be brought within 90 days of receiving the product. BC is not liable for consequential damages or personal injury arising from the use, storage or handling of this product.

Engineered Concrete Performance®
BUTTERFIELD®
COLOR
 3 CONCRETE FINISHES

BOWEN PARK

SPLASH PAD

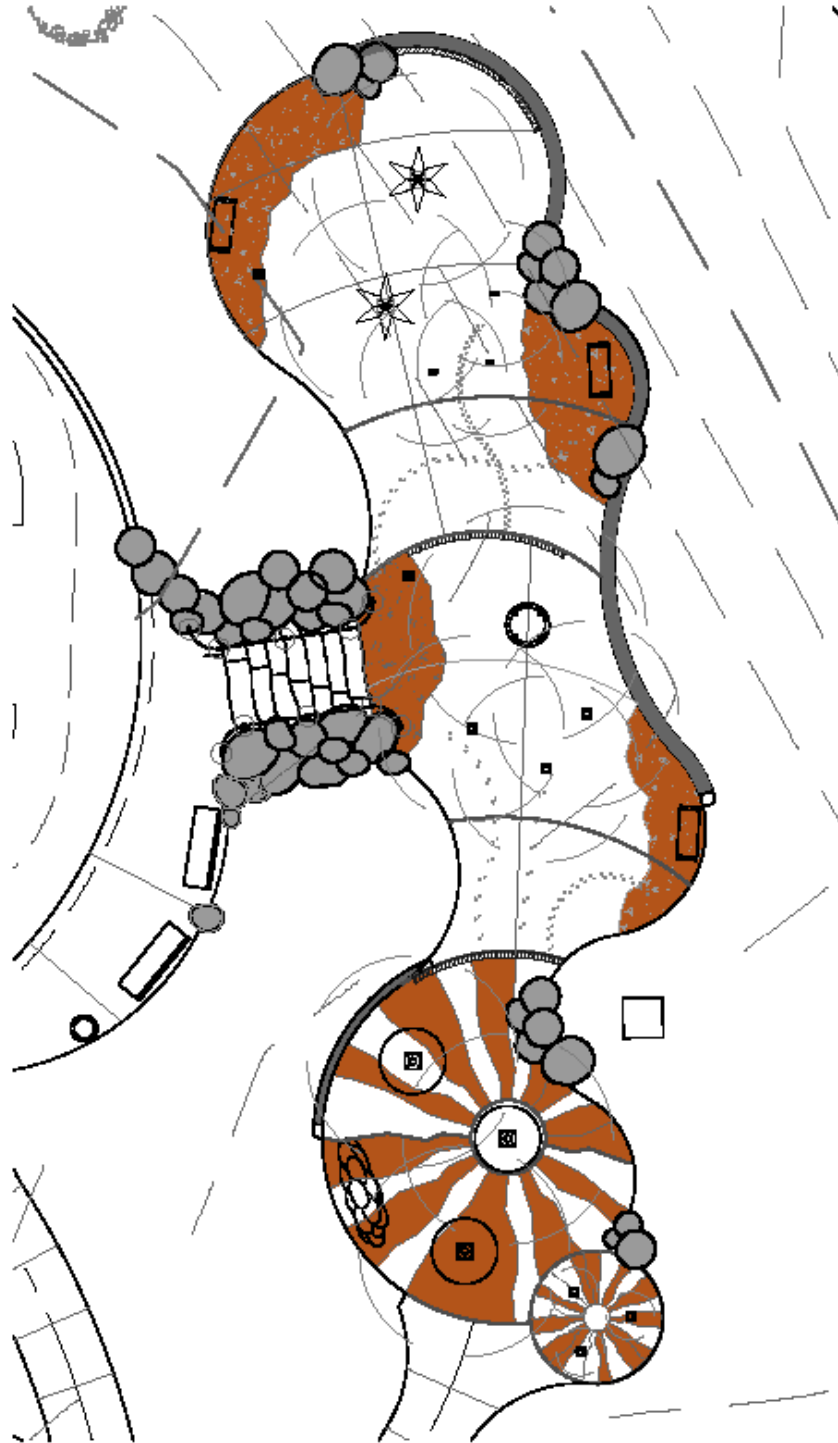
New color Coat



BOWEN PARK

SPLASH PAD

Bowen Design



BOWEN PARK

SPLASH PAD



BOWEN PARK

SPLASH PAD



BEDROSIAN PARK
SPLASH PAD



BEDROSIAN PARK
SPLASH PAD



SPORTSPARK

SPLASH PAD

New color coat

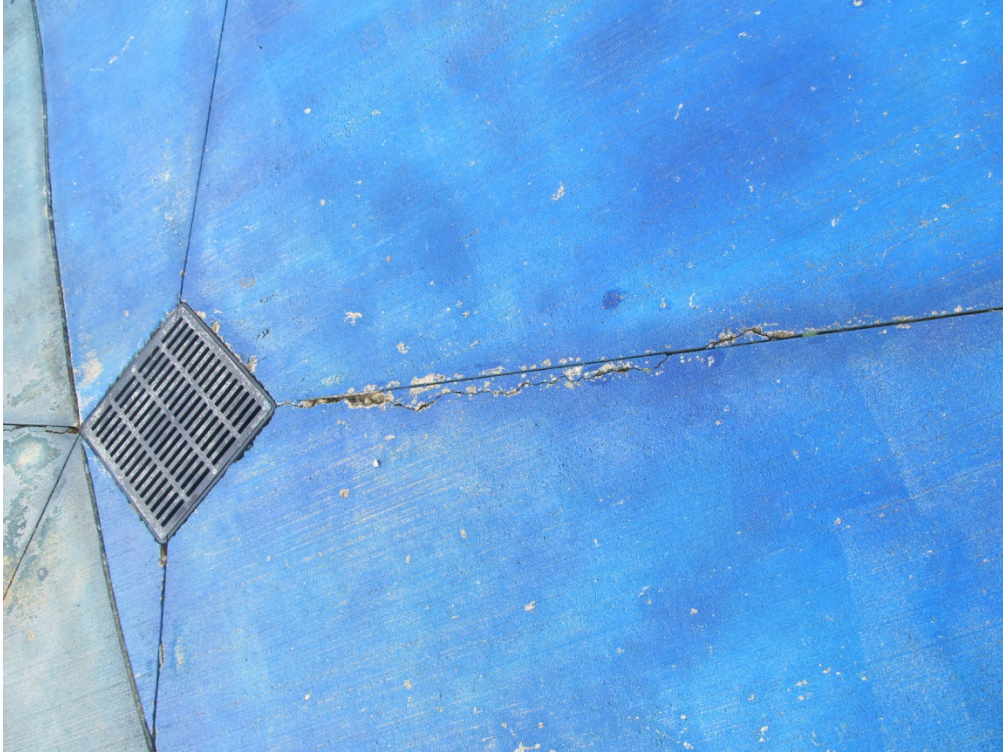


SPORTSPARK

SPLASH PAD



SPORTSPARK
SPLASH PAD



SPORTSPARK

SPLASH PAD



SAMPLE AGREEMENT FOR 2017 SPLASH PADS CONCRETE RESURFACING

This Agreement for the **2017 Splash Pads Concrete Resurfacing** (the "Agreement") is made this ____ day of _____, 2017, by and between the Waukegan Park District, an Illinois park district ("Park District") and _____, an Illinois corporation ("Contractor"). Park District and Contractor are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at **Various Sites(See Locator Map for locations)**, Waukegan, Illinois 60085 ("Project Site"): **2017 Splash Pads Concrete Resurfacing**, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposal, dated **Insert Date**, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the **Bid Documents/Specifications: 2017 Splash Pads Concrete Resurfacing and Date**, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit B**; Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**; Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit D**; Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E**; ~~Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as Exhibit F-1 and F-2~~; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Substantial Completion of the Work on or before **Insert Date**. Contractor shall achieve Final Completion of the Work on or before **Insert Date**.

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

~~Prior to beginning Work, Contractor shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "A VII" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. Contractor and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Contractor shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in the Contract Documents. The Performance Bond and Labor and Materials/Payment Bond will become a part of the Contract Documents.~~

6. Contract Sum

The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Agreement as follows: Lump Sum of **Insert amount** Dollars and **Insert amount** Cents (**\$Insert amount**).

The foregoing Lump Sum payment includes the following alternates, if any: N/A

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of:

- a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice;
- Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and
- Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 et seq.) and showing in detail the sources of all labor and materials used on the Work, including

names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

Payments of all invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

8. Cleaning Up

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials. Contractor shall clean up and keep all streets, sidewalks and other public ways used for access to the Project Site free from accumulation of spillage of fill or soils or other materials caused by operations under the Contract Documents. Contractor shall strictly comply with all laws and regulations pertaining to same and shall be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

9. Warranty; Correction of Work

Contractor warrants to the Park District that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by the Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon completion of the Work and before or with the submission of request for final payment. Except as otherwise provided in this Agreement or elsewhere in the Contract Documents, all warranties shall become effective on the date of Final Completion of the entire Work, and shall run for a twelve (12) month period, unless a longer period is provided for by law. Where warranties overlap, the more stringent requirement shall govern.

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to

requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

- A. Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - i. employees engaged in the Work and other persons who may be affected thereby;
 - ii. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
 - iii. other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. Contractor shall promptly remedy damage and loss to Park District property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except to the extent said damage or loss is attributable to acts or omissions of the Park District or anyone directly or indirectly employed by Park District, or by anyone for whose acts Park District may be liable, and not attributable to the fault or negligence of the Contractor.
- F. Contractor shall designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents and general workplace safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.
- B. Park District may terminate the Agreement, in whole or in part, for cause as follows:
- (i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.
- (ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

12. Insurance

Contractor will procure and maintain the insurance coverages provided in **Exhibit D**, attached to and incorporated by this reference in this Agreement, or such other insurance coverages as shall be required by the Park District's insurer or the risk management agency of which the Park District is a member.

13. Indemnification

Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents in accordance with **Exhibit D**.

14. Compliance with Laws and Permits

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations, including but not limited to those laws specified in the Contractor's Compliance and Certifications Attachment. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

15. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

16. No Liability

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

17. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

18. No Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

19. Independent Contractor

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

20. Non-Assignment

This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

21. Notices

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addressees:

If to Park District: Waukegan Park District
 2000 Belvidere Street
 Waukegan, IL 60085
 (Fax) 847-244-7345
 Attention: Kristy De Boer

If to Contractor: _____

 (Fax) _____

 Attention: _____

22. Entire Agreement; No Amendment

This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

23. Headings

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

24. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

25. No Waiver of Tort Immunity Defenses

Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

WAUKEGAN PARK DISTRICT

By: _____
George Bridges

Its: President, Board of Commissioners

By: _____

Its: _____

661949

SAMPLE