



WAUKEGAN PARK DISTRICT

2000 BELVIDERE ST. • WAUKEGAN, IL 60085-6172 • PHONE (847) 360-4711 • TTY (847) 662-3800 • WWW.WAUKEGANPARKS.ORG

September 19, 2016

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2016 BOWEN PARK HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS

Bids are due on Thursday, **October 6, 2016 at 1:00 PM.** at the Corrine J. Rose Administrative Center, 2000 Belvidere St., Waukegan, IL 60085. The bids should be clearly labeled "2016 BOWEN PARK HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS".

A pre-bid meeting will be held at the Morrison Shelter, Bowen Park, 1800 North Sheridan Road, Waukegan, IL on Friday, September 23, 2016. 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 persons desiring to bid on this Project is highly 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 **847-360-4755** or by email at tgirmscheid@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,

Tim Girmscheid
Manager of Planning Services

TG/tg
Enclosures: 1

WAUKEGAN PARK DISTRICT

BID DOCUMENTS/PROJECT MANUAL: BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS

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**DATE OF ADVERTISEMENT:
SEPTEMBER 16, 2016**

**PRE-BID MEETING:
FRIDAY, SEPTEMBER 23, 2016
1:00 PM
BOWEN PARK, MORRISON SHELTER
1800 N. SHERIDAN RD, WAUKEGAN, IL**

**DUE DATE & BID OPENING:
THURSDAY, OCTOBER 6, 2016
1:00 PM
CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIDERE PARK)
2000 BELVIDERE STREET, WAUKEGAN, IL**

**TENTATIVE DATE OF BID APPROVAL:
TUESDAY, OCTOBER 11, 2016
4:00 PM**

**DELIVER/MAIL BID TO
TIM GIRMSCHIED (PROJECT MANAGER)
MARKED "SEALED BID: BOWEN PARK - HOFFLANDER TRAIL &
CIRCULATION IMPROVEMENTS"

WAUKEGAN PARK DISTRICT
CORRINE J. ROSE ADMINISTRATIVE CENTER (IN BELVIDERE PARK)
2000 BELVIDERE STREET
WAUKEGAN, IL 60085-6172**

WAUKEGAN PARK DISTRICT

NOTICE TO BIDDERS

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

1. Bowen Hofflander Trail and Circulation Improvements

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 lsalinas@waukeganparks.org**.

A pre-bid meeting will be held at Bowen Park Morrison Shelter, 1800 North Sheridan Road, Waukegan, Illinois at 1:00 p.m. on Friday, September 23, 2016. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owners and/or Architect. **Attendance at this meeting of all persons desiring to bid on this Project is highly recommended.**

Each bid shall be placed in a sealed envelope and clearly marked "Waukegan Park District, BOWEN HOFFLANDER TRAIL AND CIRCULATION IMPROVEMENTS". 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 1:00 P.M. on THURSDAY, OCTOBER 6, 2016. 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.

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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

Greg Petry, Executive Director

Waukegan Park District (847) 360-4725
PUBLISHED DATE: SEPTEMBER 16, 2016

WAUKEGAN PARK DISTRICT

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: **BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS,**" 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 **1:00 P.M. on THURSDAY, OCTOBER 6, 2016.** 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 847-360-4725 or by email at lsalinas@waukeganparks.org.** Office hours are Monday-Friday, 8:00 a.m. - 4:00 p.m. Any questions related to the bidding requirements shall be directed to **Tim Girmscheid, Manager of Planning Services at 847-360-4755 or tgirmscheid@waukeganparks.org.**

A Pre-bid Meeting will be held at the **Bowen Park Morrison Shelter, 1800 North Sheridan Road, Waukegan, Illinois at 1:00 p.m. on Friday, September 23, 2016.** 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 highly 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.

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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.**

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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.

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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

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comprise the Bid Documents. The Bid Documents, together with the Standard /Form of Agreement Between Owner and Contractor AIA Document A107, 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

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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 **October 6, 2016**, 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.

Substantial Completion Date: December 8, 2016

Final Completion: December 15, 2016

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.

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SECTION 2: GENERAL CONDITIONS

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

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SECTION 3: SUPPLEMENTARY CONDITIONS

The "General Conditions of the Contract, AIA Document A107", (the "General Conditions"), 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 **BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS**, 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, 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

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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) 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.

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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 mark up 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 Substantially Completed by December 8, 2016 with Final Completion by December 15, 2016.**
 - 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.

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- 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 \$1,000,000 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

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Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 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 \$1,000,000 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.

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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),

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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

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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.

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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

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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.

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**BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS
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:

**BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS
WAUKEGAN, ILLINOIS**

WAUKEGAN PARK DISTRICT

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.

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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

\$ _____

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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.

Bowen Park - Hofflander Trail & Circulation Improvements					
PAY ITEM	BID ITEM	# OF UNITS	UNIT	UNIT PRICE	EXTENSION
1	Mobilization and Construction Layout	1	LS	\$	\$
2	Temporary Security Fence	140	LF	\$	\$
3	Construction Fence (by Owner)	1,276	LF	NA	NA
4	Perimeter Erosion Barrier (by Owner)	369	LF	NA	NA
5	Footbridge Removal (by Owner)	1	EA	NA	NA
6	Concrete Pavement Removal	2,176	SF	\$	\$
7	Curb Modification	34	LF	\$	\$
8	Earthwork	1	LS	\$	\$
9	Pipe Drains	24	LF	\$	\$
10	Inlet, 12"	2	EA	\$	\$
11	PCC Band - Type A	362	LF	\$	\$
12	PCC Band - Type C	40	LF	\$	\$
13	PCC Band - Type D	18	LF	\$	\$
14	PCC paving	1,484	SF	\$	\$
15	Detectable Warning Surface	20	SF	\$	\$
16	Permeable Pavers	1,294	SF	\$	\$
17	Reset Existing Permeable Pavers	87	SF	\$	\$
18	Seat Wall	38	LF	\$	\$
19	Boulder Edging - Type 1	30	LF	\$	\$
20	Boulder Edging - Type 2	80	LF	\$	\$
21	Seeding (by Owner)	114	SY	NA	NA
22	Sodding (by Owner)	211	SY	NA	NA
Bowen Park – Hofflander Trail & Circulation Improvements 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 **December 15, 2016**.

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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), as modified by the Owner.

WAUKEGAN PARK DISTRICT

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 _____, 2016.

My Commission Expires _____, 2016.

Notary Public or other Officer authorized to administer oaths

WAUKEGAN PARK DISTRICT

**BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS
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)

WAUKEGAN PARK DISTRICT

PROJECT LIST

List three (3) of the largest projects completed in the past two (2) years which are similar in scope to the **BOWEN PARK - HOFFLANDER TRAIL & CIRCULATION IMPROVEMENTS**. 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 _____

WAUKEGAN PARK DISTRICT

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.

WAUKEGAN PARK DISTRICT

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.

WAUKEGAN PARK DISTRICT

- 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,

WAUKEGAN PARK DISTRICT

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)

WAUKEGAN PARK DISTRICT

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

WAUKEGAN PARK DISTRICT

LOCATION MAP



BOWEN PARK - MORRISON SHELTER PERMEABLE PAVERS INSTALLATION

LOCATION MAP

WAUKEGAN PARK DISTRICT

2000 Belvidere Street
Waukegan, Illinois 60085-6172
(847) 360-4725



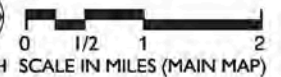
BOWEN DETAIL MAP

LEGEND

- MAJOR ROADS
- HIGHWAYS
- INTERSTATE



NORTH



SCALE IN MILES (MAIN MAP)

Exhibit A

Project Manual

(Specifications/Drawings)

SECTION 00 00 00 - LIST OF SPECIAL PROVISION SECTIONS

00 01 15	List of Drawings
01 00 00	General Requirements
01 22 00	Measurement and Payment
01 33 00	Submittals
01 42 16	Definitions
01 56 26	Temporary Fencing
01 57 13	Temporary Soil Erosion and Sediment Control
01 71 13	Mobilization
01 74 23	Restoration
02 32 00	Geotechnical Investigations
02 41 00	Demolition
03 30 50	Cast-in-Place Concrete – Bands
03 30 51	Cast-in-Place Concrete – Ramps and Walks
31 20 00	Earthwork
32 14 13.19	Permeable Interlocking Precast Concrete Unit Paving
32 17 26	Tactile Warning Surfacing
32 32 23.13	Segmental Concrete Unit Masonry Seat Walls
32 32 60	Boulder Edging
32 92 19	Seeding
32 92 23	Sodding
33 46 16.13	Subdrainage Piping

SECTION 00 01 15 - LIST OF DRAWINGS

- C1.0 Cover Sheet
- C1.1 General Notes
- C1.2 Overall Plan
- C2.0 Site Preparation & Removals Plan
- C3.0 Layout & Materials Plan (Main Trail – North)
- C3.1 Layout & Materials Plan (Main Trail – South)
- C3.2 Layout & Materials Plan (Circulation Nodes)
- C4.0 Grading & Drainage Plan (Main Trail – North)
- C4.1 Grading & Drainage Plan (Main Trail – South)
- C4.2 Grading & Drainage Plan (Circulation Nodes)
- C5.0 Restoration & Planting Plan
- C6.0 Details
- C6.1 Details

SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The following Detailed Special Provision sections (Specifications) supplement the “IDOT Standard Specifications for Road and Bridge Construction,” adopted April 1, 2016 (hereinafter referred to as the Standard Specifications) and IDOT “Supplemental Specifications” published prior to the date of the contract. In case of conflict with any part or parts of said specifications, the said Specifications shall take precedence and shall govern.
- B. The Contractor shall supply all materials, labor, facilities and appurtenances necessary for the completion of the work described in this section and in the following sections of the Specifications for the **Bowen Park – Hofflander Trail & Circulation Improvements Project** for the Waukegan Park District, Waukegan, Illinois 60085.
- C. The work under this contract generally consists of:
 - 1. performing site clearing and demolition including the removal of pavement
 - 2. construction of pipe drains and inlets
 - 3. construction of concrete bands
 - 4. construction of concrete sidewalks and other flatwork
 - 5. construction of permeable paver walks and gathering areas
 - 6. construction of boulder edging
 - 7. coordination of construction of boardwalks (by others)
 - 8. coordination of sodding and restoration (by others)
 - 9. all other related work necessary to complete the project

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work to be completed.
- B. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner. Equipment must be serviceable and shall not create unsafe conditions nor violate any codes, regulations or laws.
- C. 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**, unless noted otherwise.
- D. The following codes and standards, as applicable, shall govern construction under this Contract:
 - 1. These Specifications
 - 2. Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation, State of Illinois, and the District 1 Supplemental specifications and Recurring Special Provisions, latest edition and all subsequent revisions thereto.
 - 3. ASTM: American Society for Testing Materials
 - 4. ACI: American concrete Institute
 - 5. BOCA: Book of Basic Building Codes, Latest Edition.
 - 6. Standard Specifications for Water and Sewer Main Construction in Illinois, Latest Edition.
 - 7. City of Waukegan Codes and Ordinances.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.

- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Pre-Construction Meeting: A pre-construction meeting shall be held prior to start of construction after execution of the contract documents. The Owner shall establish the time and place of the pre-construction meeting. At this time, the Contractor shall be required to furnish and discuss the following (at a minimum):
 - 1. Written progress schedule with phases
 - 2. Coordination with utility companies
 - 3. Completion deadline / project phasing
 - 4. Names of selected Subcontractors and Material Suppliers
 - 5. Names of Project Manager and / or Field Supervisor, including the name and phone number of a responsible individual who can be reached twenty-four (24) hours per day, seven (7) days per week
 - 6. Methods for excavation, grading and placement of topsoil
 - 7. Protection of existing pavement
 - 8. Protection of existing trees
 - 9. General cleanup of the work site at the end of each day

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

1.06 INCIDENTAL WORK

- A. All work shown or called for on the plans and in the specifications, shall be incidental to the various bid items in the proposal even though a specific item is not shown, and no additional compensation shall be made to the Contractor, unless it is indicated that additional payment shall be allowed or a unit price is provided for said work in the Bid Proposal.

PART 2 PRODUCTS

- 2.01 All required products as indicated in the Contract Documents.

PART 3 EXECUTION

3.01 WORK DAYS AND HOURS

- A. The allowed hours of work are between 7:00 AM and 7:00 PM, Monday through Friday. No work shall be done on Saturdays, Sundays, or public holidays. Equipment shall not be started before 6:45 AM unless authorization to work during night time hours is granted by Owner.

- B. The Contractor shall notify the Owner a minimum of five (5) working days prior to starting work on this contract. The Contractor shall notify the Owner a minimum of 72 hours prior to starting each different type of work.
- C. The Morrison Shelter shall be open for public use at all times.

3.02 ACCESS

- A. Access to the site shall be limited to those areas designated on the drawings or by the Owner prior to the commencement of work.

3.03 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Waste materials or rubbish shall be removed weekly from site (minimum).
 - 2. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 3. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing the manpower, equipment, materials, and performance of all operations relative to construction of this project, shall be made under Pay Items listed in Part 2 of this Section 01 22 00.
- B. Work required by the Contract Documents for which there is no Pay Item is still required and shall be considered incidental to the Contract and no additional compensation shall be allowed.
- C. Work designated as "by Owner, by Others or Not in Contract" as indicated by the Plans, Specifications and Schedule of Values shall not be measured or paid for as part of this Contract.
- D. The Owner reserves the right to alter the Plans, modify incidental work as may be necessary and increase or decrease quantities of work to be performed to be in accordance with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered a waiver of any conditions of the Contract nor invalidate any provisions thereof.
- E. Quantities necessary to complete the Work as shown on the Contract Documents shall govern over those estimated on the Schedule of Values. The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications, and the Owner shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
- F. All items of work not listed in the Schedule of Values are considered incidental to all other Pay Items.
- G. All measurement and payment provisions of the IDOT Standard Specifications are deleted.

PART 2 MEASUREMENT AND PAYMENT ITEMS

2.01 MOBILIZATION AND CONSTRUCTION LAYOUT

- A. Measurement.
 - 1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 71 13 MOBILIZATION.
- B. Payment.
 - 1. This work shall be paid for at the Lump Sum (LS) contract unit price for MOBILIZATION AND CONSTRUCTION LAYOUT and shall include full compensation for:
 - a. performing and maintaining all survey work for the entire project
 - b. services, labor and transportation required to locate and deliver the appropriate manpower, materials, machinery and equipment required to perform the Work
 - c. notifications required by law and/or regulations
 - d. attending all required meetings
 - e. submittals
 - f. site security

2.02 TEMPORARY SECURITY FENCE

- A. Measurement.
 - 1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 56 26 TEMPORARY FENCING.
- B. Payment.
 - 1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for TEMPORARY SECURITY FENCE and shall include full compensation for furnishing, installing, maintaining in

good condition, and removing all temporary security fencing included on the Plans and in the Specifications, and as may be ordered by the Owner or Engineer during completion of the Work.

2.03 CONSTRUCTION FENCE (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 56 26 TEMPORARY FENCING.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for CONSTRUCTION FENCE and shall include full compensation for furnishing, installing, maintaining in good condition, and removing all construction fencing included on the Plans and in the Specifications, and as may be ordered by the Owner or Engineer during completion of the Work.~~

2.04 PERIMETER EROSION BARRIER (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 01 57 13 TEMPORARY SOIL EROSION AND SEDIMENT CONTROL.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for PERIMETER EROSION BARRIER and shall include full compensation for furnishing, installing, maintaining in good condition, and removing all temporary soil erosion and sediment control measures included on the Plans and in the Specifications, and as may be ordered by the Owner, Engineer, and/or regulatory agencies during completion of the Work.~~

2.05 FOOTBRIDGE REMOVAL (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 02 41 00 DEMOLITION.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per Each (EA) for FOOTBRIDGE REMOVAL and shall include full compensation for removing, salvaging and returning to Owner in good condition as required by Owner to complete the Work as indicated on the Plans and in the Specifications.~~

2.06 CONCRETE PAVEMENT REMOVAL

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 02 41 00 DEMOLITION.

B. Payment.

1. This work shall be paid for at the contract unit price per Square Foot (SF) for CONCRETE PAVEMENT REMOVAL and shall include full compensation for the complete demolition of all surface and below grade items, including legal offsite disposal of same as may be required to complete the Work as indicated on the Plans and in the Specifications.

2.07 CURB MODIFICATION

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 02 41 00 DEMOLITION.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for CURB MODIFICATION and shall include full compensation for the complete demolition of all surface and below grade items, including legal offsite disposal of same or curb replacement as may be required to complete the Work as specified in the Contract Documents.

2.08 EARTHWORK

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 31 20 00 EARTHWORK.

B. Payment.

1. This work shall be paid for at the Lump Sum (LS) contract unit price for EARTHWORK and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete site grading, including root pruning and removal and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.09 PIPE DRAINS

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 33 46 16.13 SUBSURFACE PIPING.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for PIPE DRAIN and shall include full compensation for furnishing and installing all labor, materials and equipment to provide and complete construction of pipe drains and associated fittings, bedding and backfill including removal and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.10 INLET, 12"

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 33 46 16.13 SUBSURFACE PIPING.

B. Payment.

1. This work shall be paid for at the contract unit price per Each (EA) for INLET, 12" and shall include full compensation for furnishing and installing all labor, materials and equipment to provide and complete construction of inlet, and connection to pipe drains with associated fittings, bedding and backfill including removal and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.11 PCC BAND - TYPE A

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 03 30 50 CAST-IN-PLACE CONCRETE - BANDS.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for PCC BAND – TYPE A and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete construction of coarse aggregate, reinforcement bars, concrete, expansion and control joints, joint sealer and completion of all associated earthwork including importing and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.12 PCC BAND - TYPE C

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 03 30 50 CAST-IN-PLACE CONCRETE - BANDS.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for PCC BAND – TYPE C and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete construction of coarse aggregate, reinforcement bars, concrete, expansion and control joints, joint sealer and completion of all associated earthwork including importing and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.13 PCC BAND - TYPE D

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 03 30 50 CAST-IN-PLACE CONCRETE - BANDS.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for PCC BAND – TYPE D and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete construction of coarse aggregate, reinforcement bars, concrete, expansion and control joints, joint sealer and completion of all associated earthwork including importing and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.14 PCC PAVING

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 03 30 51 CAST-IN-PLACE CONCRETE - RAMPS AND WALKS.

B. Payment.

1. This work shall be paid for at the contract unit price per Square Foot (SF) for PCC PAVING and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete construction of fine or coarse aggregate, reinforcement, concrete, expansion and control joints, hot poured joint sealer and completion of all

associated earthwork including importing and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.15 DETECTABLE WARNING SURFACE

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 17 26 TACTILE WARNING SURFACING.

B. Payment.

1. This work shall be paid for at the contract unit price per Square Foot (SF) for DETECTABLE WARNING SURFACE and shall include full compensation for furnishing and installing all labor, materials, and equipment as may be required to complete the Work as specified in the Contract Documents.

2.16 PERMEABLE PAVERS

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 14 13.19 PERMEABLE INTERLOCKING PRECAST CONCRETE UNIT PAVING.

B. Payment.

1. This work shall be paid for at the contract unit price per Square Foot (SF) for PERMEABLE PAVERS and shall include full compensation for furnishing and installing all labor, materials (excluding permeable pavers which shall be provided by Owner), and equipment to provide and complete construction of permeable pavers, permeable joint opening aggregate, permeable setting bed aggregate and permeable base aggregate including removal and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.17 RESET EXISTING PERMEABLE PAVERS

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 14 13.19 PERMEABLE INTERLOCKING PRECAST CONCRETE UNIT PAVING.

B. Payment.

1. This work shall be paid for at the contract unit price per Square Foot (SF) for RESET EXISTING PERMEABLE PAVERS and shall include full compensation for installing all labor and equipment to remove and reset the orientation of existing permeable pavers, place necessary additional permeable pavers, replenish permeable joint opening aggregate, level and restore imperfections in permeable setting bed aggregate and removal and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.18 SEAT WALL

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 32 23.13 SEGMENTAL CONCRETE UNIT MASONRY SEAT WALLS.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for SEAT WALL and shall include full compensation for furnishing and installing all labor, materials (excluding PCC Bands), and equipment to provide and complete construction of seat wall standard units, coping units and retaining wall block adhesive, including removal and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents.

2.19 BOULDER EDGING – TYPE 1

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 32 60 BOULDER EDGING.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for BOULDER EDGING – TYPE 1 and shall include full compensation for furnishing and installing all labor and equipment to complete construction of boulder edging – type 1 and completion of all associated earthwork including importing and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents (**boulder edging material supplied by Owner**).

2.20 BOULDER EDGING – TYPE 2

A. Measurement.

1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 32 60 BOULDER EDGING.

B. Payment.

1. This work shall be paid for at the contract unit price per Lineal Foot (LF) for BOULDER EDGING – TYPE 2 and shall include full compensation for furnishing and installing all labor and equipment to complete construction of boulder edging – type 2 and completion of all associated earthwork including importing and/or hauling away materials as may be required to complete the Work as specified in the Contract Documents (**boulder edging material supplied by Owner**).

2.21 SEEDING (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 92 19 SEEDING.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per square yard (SY) for SEEDING and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete installation of seeding as may be required to complete the Work as specified in the Contract Documents.~~

2.22 SODDING (BY OWNER)

~~A. Measurement.~~

- ~~1. This work shall not be measured for payment but shall be considered to be complete upon the Owner's approval and as indicated in the Contract Documents. Specifications are included in Section 32 92 23 SODDING.~~

~~B. Payment.~~

- ~~1. This work shall be paid for at the contract unit price per square yard (SY) for SODDING and shall include full compensation for furnishing and installing all labor, materials, and equipment to provide and complete installation of sodding as may be required to complete the Work as specified in the Contract Documents.~~

END OF SECTION

SECTION 01 33 00 - SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes administrative and procedural requirements for Shop Drawings, Product Data, Samples, and other required submittals.

1.02 QUALITY ASSURANCE

- A. Submittals to be prepared by persons knowledgeable and experienced in the work proposed. All submittals to be neatly organized and legible.

1.03 LAWS AND REGULATIONS

- A. All submittals to meet or exceed applicable federal, state, county and local laws and regulations.

PART 2 PRODUCTS

2.01 SHOP DRAWINGS

- A. Shop drawings may be computer generated (CAD) or hand drawn.

2.02 PRODUCT DATA

- A. Cut sheets or other manufacturer data may be submitted as originals or in PDF form.

2.03 PRODUCT SAMPLES

- A. Product samples to be packaged neatly without unnecessary dirt, debris, or other such matter.
- B. Product samples to be of sufficient size and/or quantity to allow for their evaluation, but not be excessive.
- C. Product samples to be representative of the actual materials to be used in completion of the Work.

2.04 SCHEDULES

- A. Schedules to be computer generated and printed such as by software specifically designed for scheduling, or created with standard word processing or spreadsheet programs. Handwritten or verbal schedules will not be accepted.

2.05 OTHER

- A. Coordinate with the Owner or Engineer for other submittals not specifically addressed herein.

PART 3 EXECUTION

3.01 METHOD

- A. Prepare and deliver required submittals.
- B. Allow a minimum of seven (7) days for Owner or Engineer review of each submittal, unless otherwise specified.
- B. Organize information into individual submittals for each element of construction and type of product or equipment.
- C. Clearly label each submittal with the following:
 - 1. Project name
 - 2. Contractor's name, and name of sub-contractor or supplier (if applicable)
 - 3. Title of submittal
- D. Provide the following submittal quantities:

1. Shop drawings: three (3) copies
 2. Product data: three (3) copies
 3. Product samples: two (2) samples
 4. Schedules: three (3) copies
 5. Other: as required by Owner and Engineer
- E. Any work completed prior to Contractor's receipt of the approval of relevant submittals from the Owner or Engineer will be rejected.

END OF SECTION

SECTION 01 42 16 - DEFINITIONS

PART 1 GENERAL

Wherever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as defined below.

PART 2 DEFINITIONS

<i>Addenda</i>	Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.
<i>Agreement</i>	The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as herein provided.
<i>Bid</i>	The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
<i>Change Order</i>	A written modification to the Contract Documents which orders change(s) in the Work and involves a change in the Contract Price and/or Contract Time.
<i>Construction Drawings</i>	Synonym for Drawings.
<i>Consultant</i>	Hey and Associates, Inc.
<i>Contract</i>	Synonym for Agreement.
<i>Contract Documents</i>	Project Manual, including all the written agreements between Owner and Contractor and all terms and conditions, and any bonds, drawings, specifications, written addenda or change orders entered into by the parties.
<i>Contract Price</i>	The moneys payable by the Owner to the Contractor for specific items of the Work.
<i>Contract Time</i>	The number of days or the date stated in the Agreement for the completion of the Work.
<i>Contractor</i>	The person, firm or corporation with whom the Owner has entered into the Agreement.
<i>Day</i>	A calendar day of twenty-four hours measured from midnight to the next midnight.
<i>Drawings</i>	The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Consultant, and are referred to in the Contract Documents.
<i>Engineer</i>	Hey and Associates, Inc.
<i>Field Order</i>	A written order issued by the Owner or Owner's representative which orders minor changes in the Work but does not involve a change in the Contract Price or Contract Time.
<i>Owner</i>	The Waukegan Park District.
<i>Owner's Representative</i>	Hey and Associates, Inc.
<i>Plans</i>	Synonym for Drawings.
<i>Project</i>	The total construction of which the Work may be the whole or a part as indicated elsewhere in the Contract Documents.

<i>Specifications</i>	The Detailed Special Provisions.
<i>Standard Specifications</i>	The current (at the time Contract was executed) adopted edition of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, and all Supplemental Specifications.
<i>Subcontractor</i>	An individual, firm or corporation having a direct contract with the Contractor or with any other sub-contractor for the performance of a part of the Work on the project.
<i>Work</i>	The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction all as required by the Contract Documents.

END OF SECTION

SECTION 01 56 26 - TEMPORARY FENCING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Furnish and install construction fence and posts to protect trees, structures and areas to be preserved as shown and specified and all work necessary and incidental thereto as indicated, specified and/or required for the completion of all the Work.
- B. Removal of construction fence and posts on completion of the maintenance period at which time the Contractor may retain the construction fence.
- C. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person will direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations including the requirements of the City of Waukegan.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of a conflict between the requirements of these Specifications and the law, rules or regulations of Federal, State or Local agencies, the more restrictive will govern.

1.04 SUBMITTALS

- A. None required.

1.05 SATISFACTORY PERFORMANCE

- A. Work will at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer will inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension will not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Construction Fence (By Owner):
 - 1. Plastic mesh fencing supported by steel posts driven into the ground or set in precast concrete blocks where indicated on Drawings or as required to provide visual warning and control.
 - 2. Height: 48 inches minimum.
 - 3. Color: Safety orange.

4. Posts for construction fence will be made of rolled steel and will be T-shaped in cross-section
 - i. Each post will be approximately 1 3/8" x 9/64", 1.33 lbs. per lin. Ft. and will be 6 feet in length.
 - ii. The steel will meet the requirements of ASTM Specification A36.
 - iii. Each post will be coated thoroughly with two coats of good grade alkyd paint prior to delivery, as approved by the Owner.
 5. Each post will be equipped with a steel anchor plate riveted approximately 14 inches from the lower end of the post. The plate will be made of the same quality of steel as that required for the posts, and will measure not less than 4 inches wide and will be not less than 3/16 of an inch thick; coating will be the same as for the post.
- B. Temporary Security Fence (By Contractor):
1. Chain link fencing to be free standing and supported by horizontal and vertical cross bars for added support.
 2. Height: 72 inches minimum.
 3. Complies with ASTM A392-06 standard for Zinc-coated chain link fence.
 4. Include lockable gate.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install construction fencing as shown on the drawings (By Owner).
- B. Secure fence by fastening to posts with wire ties and stretch tight so that no warped or slack sections appear. Line posts will be placed a maximum of 8 feet apart (By Owner).
- C. Install temporary security fence as approved by Owner. Sand bags shall also be used for fence stability to ensure safe conditions for park users during the course of construction activities (By Contractor).

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 1. Trash or other such materials will not be allowed to accumulate.
 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the Work has been completed.
 2. Remove all temporary fencing measures after maintenance period.
- C. Repair:
 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

SECTION 01 57 13 - TEMPORARY SOIL EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide soil erosion and sediment control measures required during construction activities as shown and specified until the site is permanently stabilized (By Owner).

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. Protect the ravine and wetlands from any and all erosion and/or sedimentation that results from work.
- C. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 01 74 23 Restoration

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations including but not limited to the requirements of the City of Waukegan, the Lake County Stormwater Management Commission and the Illinois Environmental Protection Agency.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of a conflict between the requirements of these Specifications and the law, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.
- D. Contractor is responsible for all soil erosion and sediment control inspections, record keeping, and other requirements. It is solely the responsibility of the Contractor to understand and comply with all regulations. Any soil erosion and sediment control related fines or other penalties imposed upon the Owner as a result of the Contractor's action(s) or inaction(s) shall be the responsibility of the Contractor.
- E. All temporary erosion control must comply with the City of Waukegan and Lake County Stormwater Management Commission standards, Section 280 of the IDOT Standard Specifications.

1.04 SUBMITTALS

- A. Provide a plan describing the proposed sequence of activities for each project site for the Owner or Engineers approval prior to commencement of work.
- B. Provide any other submittals required for compliance with applicable laws and regulations.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Perimeter Erosion Barrier (By Owner):
 - 1. 8" diameter filter sock comprised of wood chips manufactured by EROTEX or approved equal. Comply with manufacturers specifications.
- B. All other materials:
 - 1. Comply with Article 280.02 of the IDOT Standard Specifications, the City of Waukegan, The Lake County Stormwater Management Commission, the Illinois Urban Manual, and are subject to approval by the Owner or Engineer, and regulatory agencies.

PART 3 EXECUTION

3.01 GENERAL

- A. An on-site pre-construction meeting must be held with the Contractor, Owner, Engineer, and regulatory agencies having jurisdiction over soil erosion and sediment control prior to the commencement of land disturbing activities.
- B. The Owner will install the initial erosion control measures indicated on the drawings. Contractor will assume responsibility of maintaining erosion control measures throughout the duration of the Contract.
- C. Provide additional soil erosion and sediment control measures as necessary, and at no additional cost to the Owner, to ensure compliance with all local, county, state, and federal pollution control regulations unless specifically otherwise stated herein. The Work shall not be construed as compliant if the Owner or Engineer does not direct the Contractor to provide these measures. Compliance shall be determined solely by the agency responsible for enforcement of any such regulations.
- D. Utilize methods and sequencing of vegetation removal, demolition, earthwork, and other land disturbing activities to minimize erosion.
- E. Conduct work in a manner that does not divert water outside of the project limits, including onto adjoining property, without prior written permission from the Owner.
- F. The discharge of water from either pumping or stormwater runoff must meet applicable state and federal standards for water quality and/or be treated to prevent discharge of sediment to adjacent wetlands or water courses.
- G. Perform maintenance as needed and remove material when bulges develop or when sediment has built up to one-third the height of the filter sock.
- H. Remove any accumulated sediment and properly dispose of same prior to removing temporary soil erosion and sediment control measures.
- I. Maintain all temporary soil erosion and sediment control measures in good working order throughout the duration of the Work until such time as permanent stabilization measures have been established.
- J. If the Contractor fails to maintain the temporary erosion control measures, the Owner may (at the expiration of a period of 24-hours, after having given the Contractor written notice) proceed to maintain the measures as deemed necessary. The cost thereof shall be deducted from any compensation due the Contractor under this Contract.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.

3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.

B. Removal:

1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the Work has been completed.

2. Remove all temporary soil erosion and sediment control measures after permanent erosion control measures have been established.

C. Repair:

1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

A. Schedule an inspection of temporary soil erosion and sediment control measures prior to the start of land-disturbing construction activities with Owner, Engineer or applicable agency.

B. Regularly inspect soil erosion and sediment control measures as required by applicable regulations.

END OF SECTION

SECTION 01 71 13 - MOBILIZATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes work preparatory to commencement of construction activities.
- B. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 01 56 26 Temporary Fencing
 - 4. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Prior to delivery of any equipment or materials to the site, submit a written description and/or shop drawing(s) of any temporary modifications to the site, such as but not limited to staging areas, not described elsewhere on the plans or in the specifications, but required by the Contractor for completion of the Work.
- B. Prior to the commencement of work, submit required licenses, permits or other such approvals necessary or required by law.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. None required.

PART 3 EXECUTION

3.01 METHOD

- A. Contractor to obtain any necessary licenses, permits, or other such approval(s) necessary to complete the Work prior to the commencement of said Work, including payment of any associated fees.
- B. Notify affected utility companies before starting work and comply with their requirements. Notify JULIE Illinois One Call at (800)892-0123 a minimum of 72 hours prior to any land disturbing activities.
- C. Contractor is responsible for moving personnel and equipment to and from the site in a timely manner, arranging for utilities necessary or convenient to completion of the Work, and establishment of staging area(s).
- D. Provide temporary staging and security measures beyond those existing as necessary. Materials and equipment shall not be left at the project site unsecured, in an unsafe manner or unsightly condition.
- E. Remove all temporary staging and security measures constructed for the project unless otherwise approved by the Owner.
- F. Protect existing trees, benchmarks, monuments, property corner markers, improvements, facilities, utilities, the public, and adjacent property from damage during completion of the Work.
- G. Conduct operations with a minimum of interference to public or private accesses and facilities. Maintain site ingress and egress in good condition at all times, and clean and keep clear all roadways daily or as otherwise required by the governing authority.
- H. Provide dust control with sprinkling systems or approved equivalent systems and equipment at such times deemed necessary by the Owner or as required by law.

3.02 CONSTRUCTION LAYOUT

- A. The Contractor shall provide construction staking for this project. The Contractor shall establish from the given survey points and bench marks shown on the plans all the control points necessary to construct the individual project elements.
- B. The locations of park features, utilities and control points as shown on the plans represent data received from various sources including survey. The Contractor shall conduct his own investigations into the location and nature of any variations to the work area which may alter the work under this contract. The Contractor shall notify the Owner immediately of any deviation in the work areas.
- C. The Contractor may request electronic CADD Files for this project to assist with project layout. The Contractor should make the written request for the electronic files to the Owner.

3.03 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks and other paved areas to be kept free of debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

3.04 INSPECTION

- A. Schedule an inspection with Owner of staging area(s) or other such temporary site modifications.
- B. Schedule an inspection with Owner of Contractor layout prior to the installing improvements.

END OF SECTION

SECTION 01 74 23 - RESTORATION

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes restoration, to pre-project or better conditions, of property disturbed during construction including but not limited to lawns, trees, shrubs, walls, walks, trails, pavement, edging, structures, or other such existing site improvements.
- B. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 32 92 19 Seeding
 - 3. 32 92 23 Sodding

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. None required.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 PRODUCTS

- A. All products must be equal to or better than the original existing item.
- B. Straw, excelsior, coir, and synthetic erosion control blankets shall not be permitted except as specifically described herein. Erosion control blanket for miscellaneous restoration shall be North American Green S75 or approved equal.

PART 3 EXECUTION

3.01 METHOD

- A. Landscape work governed by this section shall be as per Article 201.07 of the IDOT Standard Specifications except as specifically modified herein.
- B. Notify the Owner or Engineer prior to intentionally disturbing any areas not specifically called out on the plans.
- C. Notify the Owner or Engineer immediately after any incidental or unintentional disturbance not specifically called out on the plans.
- D. Limit disturbance to existing improvements and landscaping to that required for construction.
- E. Restore (at Owner's direction) any and all disturbances to existing improvements, pavement, curbs, irrigation, structures, landscaping, wetlands, signage, fencing, or other such property to pre-disturbance conditions or better. The Owner also reserves the right to correct any such damages himself and deduct the cost of said repairs from the amount owed to the Contractor.
- F. Remove and properly dispose of any damaged materials.
- G. The Contractor shall be responsible for performing any surface restoration required due to damages caused by storing material and/or equipment outside the areas to be excavated including fine grading of areas to be seeded or sodded by Owner.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of any significant disturbance by the Contractor not specifically called out on the plans.
- B. Schedule an inspection of all restoration work.

END OF SECTION

SECTION 02 32 00 - GEOTECHNICAL INVESTIGATIONS

PART 1 GENERAL

Soil borings were performed on July 29, 2014 and the Geotechnical Exploration and Analysis was prepared on September 19, 2014 by Midland Standard Engineering & Testing, Inc. The report is provided herein. This information is provided to the Contractor for informational purposes only. It is not guaranteed to be representative of conditions at any specific locale, or of the range of conditions that the Contractor might encounter while undertaking the Work. The Contractor will make their own investigations and plan their work accordingly.

Bidders may **NOT** contact Midland Standard Engineering & Testing, Inc. directly with questions. Forward all questions in writing to mtrigg@waukeganparks.org or fax to 847-244-7345 no less than five (5) business days prior to the scheduled bid opening date.

FULL REPORT CAN BE FOUND ON PAGES FOLLOWING THIS SECTION

END OF SECTION



MSET

WWW.MSETINC.COM

MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive, Unit 6 East Dundee, Illinois 60118

(847) 844-1895 f (847) 844-3875

September 19, 2014

Mr. Kevin Kleinjan

Hey and Associates, Inc.

26575 West Commerce Drive, Unit 601

Volo, Illinois 60073

Re: Geotechnical Exploration and Analysis

Bowen Park Expansion Program

Waukegan, Illinois

MSET Project No. 14390

Dear Mr. Kleinjan:

We have completed the field exploration work and analysis of the subsurface conditions for the referenced project.

Scope

The purpose of this exploration and analysis was to determine the various components of the soil and groundwater conditions and provide recommendations for foundations, slope stability and infiltration.

The scope of this exploration included a geological reconnaissance of the site, a review of existing soil and foundation records, subsurface exploration, soil testing, and an engineering analysis and evaluation of the materials encountered.

General

The exploration and analysis of the foundation and subsurface conditions reported herein are considered in sufficient detail and scope to a form a reasonable basis for final design. This report has been prepared for the exclusive use and specific application to the proposed project.

The recommendations submitted are based on the available soil information and available site development information. Any revision in the plans for the proposed structures from those enumerated in this report should be brought to the attention of the Soils Engineer to determine if changes in the recommendations are required. Any deviations from the noted subsurface conditions that are encountered during construction should also be brought to the attention of the Soil Engineer.

The Soils Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been promulgated after being prepared in accordance with generally accepted professional engineering practice in the fields of foundation engineering, soil mechanics, and engineering geology. No other warranties are implied or expressed. After the plans and specifications are more complete, it is recommended that the Soils Engineer be provided the opportunity to review the final design and specifications in order that the earthwork and foundation recommendations may be properly interpreted and implemented. It may be necessary to submit supplementary recommendations at that time.

FIELD EXPLORATION

General

Our exploration program consisted of making three (3) structure borings, labeled B-1 through B-3 to a depth of ten (10) to fifteen (15) feet below the ground surface. Soil borings were laid out in the field by a representative of Hey and Associates, Inc. Boring locations are outlined in the attached Boring Location Diagram. The ground surface elevation at each boring location was estimated from a provided contour map.

Drilling Equipment

The soil boring was drilled using a drill rig equipped with a rotary head. Continuous flight augers were used to advance the holes.

Sampling and Standard Penetration Test Procedures

Representative samples were obtained by the use of split-spoon sampling procedures in accordance with ASTM Procedure D-1586.

During the split-spoon sampling procedures, a standard penetration test was performed in accordance with current ASTM D-1586 Procedures. At sampling intervals, advancement of the boring was stopped and all loose material removed from the borehole. The sampler was then lowered into the borehole and seated in undisturbed soil by pushing or tapping, taking suitable precautions that the rods were reasonably tight. The sampling spoon was then driven using an automatic drop hammer. During the sampling procedure, the standard penetration value (N) of the soil was determined. The standard penetration value (N) is defined as the number of blows of a one hundred-forty pound (140 lb) hammer required to advance the spoon sampler one foot (12") into the soil.

The results of the standard penetration tests indicated the relative density and comparative consistency of the soils and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components. The results of standard penetration tests can be found on the attached boring logs.

Strength Tests

A calibrated hand penetrometer was used to aid in determining the strength and consistency of cohesive soil samples (Qp) in the field. Split spoon samples were subjected to unconfined compressive strength testing (Qu) by the RIMAC Method as modified by IDOT. Consideration must be given to the manner in which the values of the unconfined compressive strength were obtained. Split-spoon sampling techniques provide a representative, but somewhat disturbed soil sample.

Water Level Measurements

Water level observations were made during and immediately after the boring operations and are noted on the attached boring logs. In relatively pervious, sandy soils, the water level elevations would be considered reliable. In relatively impervious, clayey soils, the accurate determination of the groundwater elevation may not be possible, even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table, and volumes of water will depend on the permeability of the soils.

LABORATORY TESTING

Scope

A supplemental laboratory-testing program was conducted to ascertain additional pertinent engineering characteristics of the foundation materials necessary in analyzing the behavior of the proposed construction. The soils laboratory work was performed in accordance with applicable ASTM standards. The laboratory-testing program included supplementary visual classification, unconfined compressive strength on cohesive samples, and moisture contents on all samples. The results of laboratory testing are reported on the boring logs that are attached.

SUBSURFACE CONDITIONS

Soil Conditions

Borings B-1 and B-2 were located along the south side of the existing creek that runs through the park. The soil profile encountered consisted of 8 to 12 inches TOPSOIL over brown and grey Sandy CLAY, SC to Sandy SILT and Silty SAND, SM. Sandy CLAY, SC soils were found to be very stiff to hard in consistency with strengths (Q_p) between 2.0 to 4.5 tons per square foot and moisture contents between 15 and 16 percent. Sandy SILT to Silty SAND, SM soils were found to be slightly dense to medium dense with standard penetration values (N) of 8 to 16 blows per foot and moisture contents of 18 to 21 percent.

Boring B-3 was located off the northeast corner of the southern parking lot area. The soil profile encountered consisted of 36 inches brown Sandy CLAY TOPSOIL over brown to grey Silty CLAY, CL with intermittent silt seams throughout. The natural clay soils were found to be stiff to hard in consistency with unconfined compressive strengths (Q_u) of 1.03 to 5.15 tons per square foot and moisture contents between 17 to 22 percent. Details of the soil conditions at each boring location are presented on the attached boring logs.

Groundwater Conditions

Groundwater measurements were made during and immediately after drilling operations were completed. Groundwater was encountered during the drilling operations at borings B-1 and B-3 at a depth of 3 to 8 feet below the existing ground surface elevation. Details of the groundwater measurements at each boring location are presented on the attached boring logs.

PROJECT LOCATION AND DESCRIPTION

Project Location and Description

The project site is located at northeast corner of North Sheridan Road and West Greenwood Avenue at the Bowen Park owned the Waukegan Park District. Proposed work in the area include the following:

1. A Universally Accessible Boardwalk crossing the creek that runs through the center of the property. (B-1)
2. A Cascading Granite Boulder Water Feature located towards the east side of the property between the existing foot bridge and drop structure. (B-2)
3. A Rain Garden located off the northeast corner of the southern parking lot. (B-3)

DISCUSSION AND RECOMMENDATIONS

Boardwalk Foundations

Boring B-1 was located near the southwest boardwalk abutment. The soil profile encountered consisted of brown Sandy CLAY, SC over brown to grey Sandy SILT to Silty SAND, SM. The abutment is anticipated to be founded on a cast in place concrete footing and should be located at a minimum depth of 3-1/2 feet below final exterior grade to eliminate the affects of frost action and alleviate the effects of seasonal variation in moisture content on the behavior of the foundation system.

A net allowable soil bearing pressure for the ABUTMENTS - up to **3000 pounds per square foot** may be used to footings founded at the recommended depth on approved properly prepared natural profile soils or a properly constructed Granular Structural FILL.

The boardwalk is planned to be supported on a pin foundation such as DiamondPier®. This foundation system consists of precast concrete head set in a shallow hole with steel pins driven into the soil. At that depth, boring B-1 encountered low plasticity Sandy SILT to Silty SAND, SM. Cobbles or boulders were encountered in the boring from 4.5 to 7 feet below the surface. This may affect the pin placement and effectiveness of the pier foundation.

Water Feature Discussion

Towards the east side of the park an existing concrete weir/drop structure is located at the head of the ravine. Plans for this area are to use existing granite boulders in the area and to reconfigure them to create a step-down water feature between the existing footbridge and the drop structure.

The soil profile in the area includes Sandy CLAY, SC soil with intermittent fine sand seams throughout. Steps to prevent erosion from below the granite boulders should be considered. The nature of the soils, specifically the fine sand seams are prone to erosion. A protective barrier, such as graded stone bedding with a geotechnical fabric on the exposed subgrade should be included in the design.

Rain Garden Discussion

A rain garden is planned to be located off the northeast corner of the southern parking lot. An emergency overflow pipe will be installed to remove excess water away from the area. The soil profile in the area in Silty CLAY, CL soils with intermittent silt seams throughout. Water movement through these soil types are typically slow and storm water infiltration rates into the natural soil profile will be slow. An under drain system tied to the site storm water may be required.

A slope stability analysis was performed on the existing slope and with the addition of a rain garden at the top of the slope. The factor of safety was determined to decrease slightly with the addition of rainwater infiltrating at the surface, however the factory of safety was determined to exceed 2.0, which is outside the concern of potential failure.

Closure

Thank you for the opportunity to offer our services. If you should have any questions regarding this report, please feel free to call.

Very truly yours,
MIDLAND STANDARD ENGINEERING & TESTING, INC.



Michael H. Prigge, P.E.
Project Engineer



William J. Wyzgala, P.E.
Principal

Attachments: Boring Location Diagram
Boring Logs (B-1 through B-3)
General Notes



Google earth

© 2014 Google

Imagery Date: 4/2/2013 42°23'12.06" N 87°49'49.69" W elev 638 ft eye alt 1258 ft

1994

B-1

B-2

B-3




PROJECT: **Bowen Park Expansion**

SITE LOCATION: **Waukegan, IL**

BORING LOCATION: **SW Boardwalk Abutment**

CLIENT: **Hey & Associates**

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS		REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	
0		TOPSOIL - 12 inches	637.5						
2.5		Brown Sandy CLAY, trace Gravel, SC	636.5	SS	1	8	18		
5		Brown to Grey Sandy SILT to Silty SAND, SM, medium dense	634.5	SS	2	50/4"	21		
7.5		some Cobbles and Boulders at 4.5' to 7'		SS	3	16	18		
10		End of Boring at 10 feet	627.5	SS	4	12	21		Hole Caved at 1.7' Upon Completion

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:  3.0'
 IMMEDIATELY AFTER DRILLING: 
 DELAYED READING AFTER 



BORING STARTED: 7/29/14
 BORING COMPLETED: 7/29/14
 LOGGED BY: MHP
 BORING METHOD: CFA

PROJECT: **Bowen Park Expansion**

SITE LOCATION: **Waukegan, IL**

BORING LOCATION: **SW of the Existing Weir Structure**

CLIENT: **Hey & Associates**

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		TOPSOIL - 8 inches	636.0							
2.5		Brown Sandy CLAY, littel Gravel, SC, hard to very stiff intermittent fine sand seams throughout	635.3	SS	1	13	15		4.5 P	
5				SS	2	7	16	105	2.62	
7.5				SS	3	5	16		2.0 P	
10		Light Brown Clayey SILT to Silty CLAY, CL-ML, soft	627.5	SS	4	4	22			
		End of Boring at 10 feet	626.0							

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:
 IMMEDIATELY AFTER DRILLING:
 DELAYED READING AFTER

 none
 dry




BORING STARTED: 7/29/14
 BORING COMPLETED: 7/29/14
 LOGGED BY: MHP
 BORING METHOD: CFA




PROJECT: **Bowen Park Expansion**

SITE LOCATION: **Waukegan, IL**

BORING LOCATION: **Proposed Rain Garden**

CLIENT: **Hey & Associates**

DEPTH (feet)	SOIL TYPE	Material Description	Elevation	SAMPLE			TESTS			REMARKS
				TYPE/INTERVAL	NO.	N-VALUE Blows per ft.	Wc%	Dry Unit Weight, pcf	Unconfined Compressive Strength, tsf	
0		TOPSOIL: Dark Brown Sandy CLAY, SC, stiff	637.5							
2.5				SS	1	6	17	102	1.53	
5		Light Brown Silty CLAY, CL, stiff to hard intermittent silt seams throughout	634.5							
7.5				SS	2	7	19	108	1.03	
				SS	3	19	22	106	3.71	
				SS	4	20	17	113	5.15	
				SS	5a	20	19		3.92	
12.5		Grey SILT, ML, very stiff	625.5	SS	5b		19		--	
		Grey Silty CLAY, CL, very stiff	624.5							
				SS	6	20	18	112	3.30	
15		End of Boring at 15 feet	622.5							

WATER LEVEL OBSERVATIONS, ft.
 DURING DRILLING:  8.0'
 IMMEDIATELY AFTER DRILLING:  7.0'
 DELAYED READING AFTER 



BORING STARTED: 7/29/14
 BORING COMPLETED: 7/29/14
 LOGGED BY: MHP
 BORING METHOD: CFA

GENERAL NOTES

PARTICLE SIZE DESCRIPTION & TERMINOLOGY

Coarse Grained or Granular Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays or clayey silts if they are cohesive and silts if they are non-cohesive. In addition to gradation, granular soils are defined on the basis of their relative in-place density and the fine grained soils on the basis of their strength or consistency and their plasticity.

Major Component of Sample	Size Range	Descriptive Term of Components Also Present in Sample	Approximate Quantity (Percent)
Boulders	Over 8 in. (200 mm)		
Cobbles	8 inches to 3 inches (200 mm to 75mm)	Trace	1 - 9
Gravel	3 inches to #4 sieve (75mm to 4.75mm)	Little	10 - 19
Sand	#4 to #200 sieve (4.75mm to 0.075mm)	Some	20 - 34
Silt	Passing #200 sieve (0.075mm to 0.002mm)	And	35 - 50
Clay	Smaller than 0.002mm		

RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

GRANULAR SOILS

DENSITY CLASSIFICATION	APPROXIMATE RANGE OF N *
Very Loose	0 - 3
Slightly Dense	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	50 - 80
Extremely Dense	80 +

COHESIVE SOILS

CONSISTENCY	UNCONFINED COMPRESSIVE STRENGTH, Q_u - TSF	APPROXIMATE RANGE OF N *
Very Soft	0.25	0 - 2
Soft	0.25 - 0.49	3 - 4
Firm	0.50 - 0.99	5 - 8
Stiff	1.00 - 1.99	9 - 15
Very Stiff	2.00 - 3.99	16 - 30
Hard	4.00 - 8.00	31 - 50
Very Hard	8.00 +	Over 50

* STANDARD PENETRATION TEST (ASTM D1586) - A 2.0" outside-diameter, split barrel sampler is driven into undisturbed soil by means of a 140 pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven 3 successive 6 inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

SECTION 02 41 00 - DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION

- A. Perform the removal, salvage, and disposal of existing materials within the limits of work as shown and specified.
- B. The Contractor shall be responsible for removal and disposal of all waste material, grindings, concrete pavement, stones, tree roots, unsuitable soils, debris etc. generated during the course of work to a facility permitted to accept such waste. The Contractor shall load the removed pieces of curb, concrete pavement, etc. directly onto trucks, haul it away and dispose of it. The temporary storing of large amounts of excavated materials on park property and/or street and re-handling them later for disposal shall not be allowed.
- C. Grinding curbs flush with proposed and existing surface elevations with a gutterpan at locations indicated on the plans.
- D. Contractor may, at their discretion and at no additional cost to Owner, remove and replace sections of the existing curb in lieu of curb grinding to achieve the curb transition geometry and grades per the plan.
- E. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. None required.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide necessary barricades, coverings, and protection to prevent damage to existing improvements and vegetation indicated to remain.

PART 3 EXECUTION

3.01 REMOVAL, SALVAGE, AND DISPOSAL

- A. Work of this Section shall conform to Sections 201 and 440 of the IDOT Standard Specifications except as specifically modified herein.
- B. Temporary soil erosion and sediment control measures must be in place prior to the commencement of demolition activities.
- C. Protect all existing materials not designated for removal before demolition begins.
- D. Remove from the site and properly dispose of all demolition debris. Demolition debris is not allowed to remain on-site longer than one week.
- E. Stockpile all salvaged materials to be re-used later in the project. The location and condition of any such stockpiles is subject to the approval of the Owner or Engineer.
- F. Contractor is solely responsible for the protection of all existing materials not designated for removal. If any such materials are damaged or removed by the Contractor, corrective action shall be in conformance with Section 01 74 23 and to the satisfaction of the Owner or Engineer.
- G. Remove existing paving and other existing site improvements designated for removal including all base material, as required to accommodate new construction.
- H. Saw cut existing sidewalks, curbs and paving in neat, straight lines to provide a uniform, even transition from new work to adjacent existing work.
- I. Stockpiled topsoil to be free from trash, brush, stones over 1" diameter, and other extraneous matter.
 - 1. Grade and slope stockpiles for proper drainage and to prevent erosion.
 - 2. Properly dispose of excess topsoil from the site.
 - 3. Protect stockpiles with temporary erosion methods acceptable to the Owner and Engineer.
- J. Carefully remove, protect and return existing footbridge to Owner. Designated on-site relocation point to be coordinated with Owner prior to removal.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the Work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of all materials prior to their removal with Owner or Engineer.
- B. Schedule an inspection of salvaged materials prior to their re-use with Owner or Engineer.

END OF SECTION

SECTION 03 30 50 - CAST-IN-PLACE CONCRETE - BANDS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Construct cast-in-place concrete for PCC bands within the limits of work as shown and specified.
 - 1. TYPE A: 8" Width x 12" Depth Banding
 - 2. TYPE C: 24" Width x 12" Depth Banding
 - 3. TYPE D: 24" Width x 66" (min.) Depth Banding
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Concrete mix design from batch plant.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 CAST-IN-PLACE CONCRETE

- A. Concrete shall be Class SI Portland cement concrete conforming to Article 1020.04 of the Standard Specifications.
- B. Concrete shall have a minimum strength of 4,000 PSI at 28 days and shall contain between 4 and 7 percent entrained air, by volume.

2.02 COARSE AGGREGATE

- A. Coarse aggregate shall be CA-7 conforming to Article 1004.01 of the Standard Specifications.

2.03 CONCRETE REINFORCEMENT BARS

- A. Concrete reinforcement bars (e.g. re-bar) shall conform to Article 1006.10 of the Standard Specifications.

2.04 EXPANSION JOINT

- A. Expansion joint material shall conform to Article 1051.08 of the Standard Specifications.

2.05 DOWEL BARS

- A. Dowel bars shall conform to Article 1006.11 of the Standard Specifications.

2.06 HOT Poured JOINT SEALER

- A. Hot poured joint sealer material shall be per Article 1050.02 of the Standard Specifications.

PART 3 EXECUTION

3.01 METHOD

- A. Construct cast-in-place concrete work in conformance with Articles 420.05 – 420.09, 420.11, and 420.12 of the Standard Specifications except as specifically modified herein.
- B. Cast-in-place concrete to conform to the lines, grades, and dimensions depicted on the plans and as directed in the field by the Owner or Engineer.
- C. Construct cast-in-place concrete with reinforcement bars as shown on the plans.
- D. Provide a light broom swept finish to cast-in-place concrete.
- E. Hand finish all exposed edges with a 1/2" radius.
- F. Install an expansion joint where new cast-in-place concrete abuts other concrete and at not more than 30 foot intervals elsewhere and as indicated on the Construction Drawings.
- G. Tool control joints to proper depth and spaced as indicated on the drawings. Saw cut control joints will not be allowed.
- H. Concrete pours to end at expansion or control joints. Partial slabs will not be allowed.
- I. After cast-in-place concrete has set, expansion joints shall be sealed with hot poured joint sealer in conformance with Article 452.04 of the Standard Specifications.
- J. Concrete to be hauled / transported to designated areas from vehicular drives using buggy or other means approved by Owner. Driving concrete trucks through areas within the park not designated for vehicular traffic will not be tolerated.
- K. Concrete pours shall be completed during morning hours only and Contractor must have at least one person on-site until 3 PM on days concrete pours occur.
- L. Contractor is responsible for protecting the Work in progress from vehicular, foot, bicycle and other traffic until 3 PM daily.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess concrete to be properly disposed of by the Contractor.
- C. Repair:

1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of layout prior to the commencement of the Work described in this section with Owner or Engineer.
- B. Cast-in-place concrete work shall not begin until after the approval of layout is given.

END OF SECTION

SECTION 03 30 51 - CAST-IN-PLACE CONCRETE – RAMPS AND WALKS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Construct cast-in-place concrete for PCC paving within the limits of work as shown and specified.
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 32 17 26 Tactile Warning Surfacing

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Concrete mix design from batch plant.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 CAST-IN-PLACE CONCRETE

- A. Concrete shall be Class SI Portland cement concrete conforming to Article 1020.04 of the Standard Specifications.
- B. Concrete shall have a minimum ultimate strength of 4,000 PSI at 28 days and shall contain between 4 and 7 percent entrained air, by volume.

2.02 COARSE AGGREGATE

- A. Coarse aggregate shall be CA-6 or CA-7 conforming to Article 1004.01 of the Standard Specifications.

2.03 WELDED WIRE FABRIC (WWF) REINFORCING

- A. WWF shall be 6" x 6" and shall conform to Article 1006.10 of the Standard Specifications.

2.04 EXPANSION JOINT

- A. Expansion joint material shall conform to Article 1051.08 of the Standard Specifications.

2.05 HOT POURED JOINT SEALER

- A. Hot poured joint sealer material shall be per Article 1050.02 of the Standard Specifications.

PART 3 EXECUTION

3.01 METHOD

- A. Construct cast-in-place concrete work in conformance with Articles 420.05 – 420.09, 420.11, and 420.12 of the Standard Specifications except as specifically modified herein.
- B. Cast-in-place concrete to conform to the lines, grades, and dimensions depicted on the plans and as directed in the field by the Owner or Engineer.
- C. Construct cast-in-place concrete with reinforcement bars as shown on the plans.
- D. Provide a light broom swept finish to cast-in-place concrete.
- E. Hand finish all exposed edges with a 1/4" radius.
- F. Install an expansion joint where new cast-in-place concrete abuts other concrete and at not more than 30 foot intervals elsewhere and as indicated on the Construction Drawings.
- G. Tool control joints to proper depth and spaced as indicated on the drawings. Saw cut control joints will not be allowed.
- H. Concrete pours to end at expansion or control joints. Partial slabs will not be allowed.
- I. After cast-in-place concrete has set, expansion joints shall be sealed with hot poured joint sealer in conformance with Article 452.04 of the Standard Specifications.
- J. Concrete to be hauled / transported to designated areas from vehicular drives using buggy or other means approved by Owner. Driving concrete trucks through areas within the park not designated for vehicular traffic will not be tolerated.
- K. Concrete pours shall be completed during morning hours only and Contractor must have at least one person on-site until 3 PM on days concrete pours occur.
- L. Contractor is responsible for protecting the Work in progress from vehicular, foot, bicycle and other traffic until 3 PM daily.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, sidewalks and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess concrete to be properly disposed of by the Contractor.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of layout prior to the commencement of the Work described in this section with Owner or Engineer.
- B. Cast-in-place concrete work shall not begin until after the approval of layout is given.

END OF SECTION

SECTION 31 20 00 - EARTHWORK

PART 1. GENERAL

1.01 DESCRIPTION

- A. Site grading to include: stripping and stockpiling topsoil, excavation, fill placement, topsoil placement, and final grading within the limits of work as shown and specified. **Excess soil that is deemed clean and suitable by the Owner may be hauled to Callahan Park located at 1720 Western Ave, Waukegan, IL at direction of Owner.**
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 57 13 Temporary Soil Erosion and Sediment Control
 - 3. 01 74 23 Restoration
 - 4. 32 14 13.19 Permeable Interlocking Precast Concrete Unit Paving

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. Notify the Owner or Engineer in writing at least 5 working days prior to the commencement of grading.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. None required.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 MATERIALS AND PRODUCTS

2.01 GENERAL

- A. Material for fills to be surplus excavated soil and borrow materials generated on-site, unless otherwise indicated.

2.02 TOPSOIL

- A. Topsoil to be salvaged from excavation operations, stockpiled, and respread.

PART 3. EXECUTION

3.01 GENERAL

- A. The Contractor shall be responsible for taking measures to minimize damage to existing trees and shrubs that may be affected by construction activities by means of root compaction and damage or exterior damage to limbs and trunks.
- B. All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.
- C. Earth Saw Cut of Tree Roots (Tree Root Pruning)
 - 1. Under section 201.06 omit the use of Fertilizer Nutrients after root pruning is performed.
 - 2. Whenever proposed excavation falls within a drip-line of a tree the Contractor shall perform the following:
 - a. Root prune 6-inches behind and parallel to the proposed edge of excavation. Provide a neat, clean vertical cut to a depth directed by the Owner through all affected tree roots.
 - b. Root prune to a maximum width of 4-inches using a cutting wheel intended for tree root pruning approved by the Owner. Trenching equipment shall not be permitted.
 - c. If during construction it becomes necessary to expose tree roots which have not been pre-cut, the Owner shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location. Ripping, shredding, shearing, chopping or tearing of the tree roots shall not be permitted.
- D. Ensure all utilities are identified and adequately protected from damage prior to commencement of earthwork.
- E. Examine the worksite at each stage during construction.
- F. Notify, in writing, the Owner or Engineer of any encountered conditions, defects, or inaccuracies that could influence the completion of the Work covered in this section.
- G. Contractor to be responsible for staking and layout of earthwork prior to commencement of work.
- H. Obtain approval of staking and layout from Owner or Engineer prior to **ANY** earthwork activity.
- I. Provide adequate barriers, signage, bracing, and any other such measures necessary to protect the public at all times.
- J. Cease work immediately and notify Owner and Engineer if at any time the Contractor discovers any unexpected regulated substances as defined by Article 107.19 of the Standard Specifications.
- K. The Owner or Engineer reserves the right to make adjustments to the grading. The Contractor acknowledges that the Owner or Engineer is expected to make field adjustments and agrees to perform the Work in accordance with such adjustments. The plans act as a guide for the Work, however, the Owner or Engineer may make changes to enhance the appearance of the final grading.

3.02 TOPSOIL STRIPPING, STOCKPILING, AND PLACEMENT

- A. Cut all existing vegetation within the limits of earthwork to a height of 3" or less prior to stripping topsoil.
- B. Remove and properly dispose of all cut vegetation from the site.
- C. Strip existing topsoil within portion of the project the Contractor shall be actively working.
- D. Maintain soil erosion and sediment control requirements as described in the Contract Documents, and provide any additional measures required by the regulatory agencies, commencing with initial ground disturbance and continuing through final stabilization.
- E. Temporarily stockpile topsoil for reuse in locations approved by the Owner or Engineer.

- D. Spread stockpiled topsoil in all disturbed areas or areas of new grading after completion of grading and related construction.
 - 1. Scarify any compact subgrade to receive topsoil to a depth of six (6) inches.
 - 2. Spread topsoil evenly to a thickness of not less than six (6) inches and lightly tamp to achieve the proposed elevations and grades.
 - 3. Grade topsoil flush with adjacent trails, walks, and paving.

3.03 EXCAVATION

- A. Excavation consists of:
 - 1. Digging or otherwise removing earthen materials in accordance with the lines, grades, and tolerances required by the drawings, specifications, and construction staking - including the control of water and slope stability during excavation.
 - 2. Excavation also includes the disposal of excavated materials that are unsuitable for, or in excess of, the earthfill requirements of the project.
- B. The allowable tolerances for required excavations are zero (0) inches above and 0.25 feet below the lines and grades shown on the drawings or staked at the work site, measured perpendicular to the required lines and grades, or as approved by the Owner or Engineer based on site conditions during construction.
 - 1. Tolerances are allowed for the convenience of the Contractor.
 - 2. Excavation below the specified tolerance shall be corrected by placement of suitable compacted material, approved by the Owner or Engineer, at the Contractor's expense.
- C. To the extent that fill material is needed for the project, all suitable materials from the required excavations shall be used in the construction of required permanent project features.
 - 1. The suitability of materials for specific purposes shall be subject to approval by the Owner or Engineer.
- D. All surplus excavated materials shall be designated as waste and disposed of by the Contractor.
 - 1. All disposal activities shall comply with applicable federal, state, and local regulations.
- E. Temporary excavations to be shored or otherwise stabilized to prevent damage to persons, equipment, structures or other site improvements due to caving, sliding, settling or erosion.
 - 1. The width of the excavation shall be increased, if necessary, to provide space for sheeting, bracing, or other shoring installations.
 - 2. Furnish, place, and subsequently remove necessary shoring installations.
 - 3. The cost of shoring installation and removal is considered incidental to the work.
- F. Removal of applicable portions of existing aggregate trail are included in excavation.

3.04 EARTH FILL

- A. This work consists of placement of fills to achieve the grades and elevations required by the drawings and specifications.
- B. All fill materials to be obtained from required excavations and additional approved sources if necessary.
- C. The selection, blending, routing and disposition of materials in the various fills shall be subject to approval by the Owner or Engineer.
- D. Cohesive clay and silty clay soils are preferred for fills.
- E. Fill materials shall contain no vegetation, brush, roots or other perishable materials.
- F. Rock particles larger than 4 inches in any dimension shall be removed prior to compaction of fill unless otherwise approved by the Owner or Engineer.
- G. Fill material containing excessive amounts of sand, gravel, and/or organic matter, as determined by the Owner or Engineer shall not be allowed.
- H. Do not place fill until the required excavation and foundation preparation have been completed, and the foundation has been inspected and approved by the Owner or Engineer.

- I. Do not place fill upon snow or ice, nor shall snow, ice, or frozen material be incorporated in the fill.
- J. Place fill in approximately horizontal lifts.
- K. The maximum thickness of a layer of fill before compaction is 6 inches.
- L. Saturated materials shall not be used for fills.
- M. Compact each layer to not less than 95% Standard Proctor density as per ASTM D-698, or as otherwise approved by the Owner or Engineer.
- N. Non-conforming fill to be reworked to meet the specifications or removed and replaced by acceptable fill.
 - 1. The cost of removing and replacing unauthorized or unsatisfactory work shall be borne by the Contractor.

3.05 FINISH GRADING

- A. All irregularities in the surface of the subgrade shall be filled, smoothed, disked, and raked to provide a uniform surface and suitable bond between the subgrade and the topsoil.
- B. Slope grades to drain away from structures at a minimum of 1/4-inch per foot for 10-feet, unless otherwise specified.
- C. Finished surfaces adjacent to paved or surfaced areas and within 10-feet of structures to be within 1-inch of the proposed grade. All other areas to be within 2-inches of the proposed grade.
- D. Provide positive drainage in all instances, unless otherwise specified.
- E. Protect newly graded areas from traffic and erosion.
- F. Repair all settlement or washing away that may occur from any cause prior to permanent stabilization and re-establish grades to the required elevations and slopes at no additional cost to Owner.
- G. All grades shown are finished grades, unless otherwise specified.
 - 1. Elevations at points between elevations or contours are to be determined by uniform slopes between given grades or elevations, or between such figures and existing grades.
 - 2. Perform all rough and finish grading required to attain the elevations indicated on the drawings prior to placement of topsoil.
 - 3. Grading tolerance shall be plus or minus one inch for all rough and finish work.
- H. Prevent erosion of freshly graded areas during construction.
- I. Provide drainage and erosion control measures to ensure slope stability.

3.06 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.07 INSPECTION

- A. Schedule an inspection of layout prior to the commencement of the Work described in this section with Owner or Engineer.
- B. Owner or Engineer to approve of layout prior to commencement of earthwork.
- C. Schedule periodic inspections of the Work to verify compliance with the plans and specifications.
- D. Contractor to schedule an acceptance inspection of the Work after completion of the Work.

END OF SECTION

SECTION 32 14 13.19 - PERMEABLE INTERLOCKING PRECAST CONCRETE UNIT PAVING

PART 1 GENERAL

Note: The Permeable Pavers have been purchased by the Waukegan Park District and will require coordination for delivery of material. Once delivered, the Contractor assumes responsibility for safe keeping of the pavers. The quantity of permeable pavers purchased assumes 10% waste due to cuts.

1.01 DESCRIPTION

- A. Install permeable concrete pavers within the limits of work as shown and specified.
- B. Reset permeable concrete pavers within the limits of work as shown and specified.
- B. Section includes the following:
 - 1. Permeable Interlocking Concrete Pavers
 - 2. Permeable Joint Opening Aggregate
 - 3. Permeable Setting Bed Aggregate (Open-graded)
 - 4. Permeable Base Aggregate (Open-graded)
- C. Related Sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 03 30 50 Cast-In-Place Concrete – Bands
 - 4. 03 30 51 Cast-In-Place Concrete - Ramps and Walks
 - 5. 31 20 00 Earthwork
 - 6. 33 46 16.13 Subdrainage Piping
- D. References:
 - 1. American Society for Testing and Materials (ASTM) latest addition:
 - a. C 29 Bulk Density and Voids in Aggregate Materials.
 - b. C 33, Standard Specification for Concrete Aggregates.
 - c. C 67, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile, Section 8, Freezing and Thawing.
 - d. C 136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - e. C 140, Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
 - f. C 144 Standard Specifications for Aggregate for Masonry Mortar.
 - g. D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction.
 - h. C 936, Standard Specification for Solid Concrete Interlocking Paving Units.
 - i. C 979, Standard Specification for Pigments for Integrally Colored Concrete.
 - j. D 698 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 lb (24.4 N) Rammer and 12 in. (305 mm) drop.
 - k. D 1557 Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10-lb (44.5 N) Rammer and 18 in. (457 mm) drop.
 - l. C1645-06 Standard Test Method for Freeze-thaw and De-icing Salt Durability of Solid Concrete Interlocking Paving Units
 - m. D 1883, Test Method for California Bearing Ratio of Laboratory-Compacted Soils.
 - n. D 2940 Graded Aggregate Material for Bases or Subbases for Highways or Airports.
 - o. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - 2. Illinois Department of Transportation:
 - a. Standard Specifications for Road and Bridge Construction, latest edition, including all addenda and supplements.

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. Source Limitations:
 - 1. Obtain Permeable Joint Opening Aggregate from one source with the resources to provide materials and products of consistent quality in appearance and physical properties.
- C. Paving Contractor Qualifications:
 - 1. Utilize an installer having successfully completed concrete paver installation similar in design, material, and extent indicated on this project within the last five (5) years.
 - 2. Utilize a Contractor conforming to all local, state/provincial licensing and bonding requirements.
- D. Mockups:
 - 1. Install a 7 ft x 7 ft paver area.
 - 2. Use this area to determine surcharge of the bedding aggregate layer, joint sizes, lines, laying pattern(s) and levelness.
 - 3. This area shall be used as the standard by which the work shall be judged.
 - 4. Subject to acceptance by owner, mock-up may be retained as part of finished work.
 - 5. If mock-up is not retained, remove and properly dispose.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Permeable Joint Opening Aggregate:
 - 1. Provide three representative one pound samples in containers of aggregate materials that indicate the range of color variation and texture expected upon project completion.
 - 2. Accepted samples become the standard of acceptance for the product produced.
- B. Permeable Setting Bed and Base Aggregate:
 - 1. Provide two representative ten pound samples in containers of aggregate materials to be used.
 - 2. Test results from an independent testing laboratory for compliance with ASTM D 448 No. 8, CA-7.
- C. Paving Installation Contractor:
 - 1. Job references from a minimum of three projects similar in size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other Work until the unsatisfactory condition has been corrected.

- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.
- F. Manufacturer required to complete production of materials within 30 days after order has been placed to avoid construction delays.
- G. Deliver Permeable Interlocking Concrete Pavers in manufacturer's original, unopened and undamaged container packaging with identification labels intact.
 - 1. Coordinate delivery and paving schedule to minimize interference with normal use of streets and sidewalks adjacent to paver installation.
 - 2. Deliver concrete pavers to the site in steel banded, plastic banded or plastic wrapped packaging capable of transfer by forklift or clamp lift.
 - 3. Unload pavers at job site in such a manner that no damage occurs to the product or adjacent surfaces.
- H. Store and protect materials such that they are kept free from mud, dirt and other foreign materials.
- I. Environmental Requirements:
 - 1. Do not install permeable pavers on bedding sand.
 - 2. Do not install pavers on frozen permeable setting bed aggregate materials.
 - 3. Do not install pavers over frozen permeable base or subbase aggregates.
 - 4. Do not install permeable base or subbase aggregates over frozen subgrade.
- J. Manufacture to supply maintenance and reinstatement manuals for Permeable Interlocking Concrete Paver units.

PART 2 PRODUCTS

2.01 PERMEABLE INTERLOCKING CONCRETE PAVERS (Permeable Pavers) (From Owner Supply)

- A. Basis-of-Design Product: The permeable paver shapes are based on:
 - 1. Unilock: Eco-Priora
 - 2. As manufactured by:
Unilock Chicago
301 E. Sullivan Rd.
Aurora, IL 60505
- B. Product requirements:
 - 1. Permeable Paver: Unilock Eco-Priora
 - a. Color: Heritage Brown
 - b. Finish: Il Campo
 - c. Size: L-shape (Manufacture the size indicated with a maximum tolerance of plus or minus 1/16 in all directions.)
- C. Provide pavers meeting the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence shall not be a cause for rejection.
 - 1. Average compressive strength 8000 psi with no individual unit under 7,200 psi.
 - 2. Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.
 - 3. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645-06, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.
 - 4. Note: Efflorescence is a whitish powder-like deposit that sometimes appears on concrete products. Calcium hydroxide and other water-soluble materials form or are present during the hydration of Portland cement. Pore water becomes saturated with these materials, and diffuses to the surface of the concrete. When this water evaporates, the soluble materials remain as a whitish deposit on the concrete surface. The calcium hydroxide is converted to

calcium carbonate during a reaction with carbon dioxide from the atmosphere. The calcium carbonate is difficult to remove with water. However, the efflorescence shall wear off with time, and it is advisable to wait a few months before attempting to remove any efflorescence. Commercially available cleaners can be used, provided directions are carefully followed. Some cleaners contain acids that may alter the color of the pavers.

- D. Accept only pigments in concrete pavers conforming to ASTM C 979. ACI Report No. 212.3R provides guidance on the use of pigments.
- E. Maximum allowable breakage of product is 5%.

2.02 PERMEABLE JOINT OPENING AGGREGATE

- A. Provide Permeable Joint Opening Aggregate materials conforming to ASTM C 33 and gradation requirements as presented in Table 1.
 - 1. Supplier: Kafka Granite LLC, 101 S. Weber Ave, Stratford, WI 54484 – Toll Free: 800-852-7415
 - 2. Color: Black Diamond Granite

**TABLE 1 - ECO-PRIORA
PERMEABLE JOINT OPENING AGGREGATE
GRADATION REQUIREMENTS
(GRANITE CHIPS)**

1/8 to 3/16 inch granite chips	
Sieve Size	Percent Passing
1/4 in	97 to 100
No. 4	70 to 83
No. 8	37 to 50
No. 16	0 to 12

2.03 PERMEABLE SETTING BED AGGREGATE

- A. Provide Permeable Setting Bed Aggregate materials conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 8 as presented in Table 3.

**TABLE 2
PERMEABLE SETTING BED AGGREGATE GRADATION REQUIREMENTS**

ASTM No. 8	
Sieve Size	Percent Passing
½ in	100
3/8 in	85 to 100
No. 4	10 to 30
No. 8	0 to 10
No. 16	0 to 5

2.04 PERMEABLE BASE AGGREGATE (IDOT CA-7)

- A. Provide Permeable Base Aggregate materials conforming to ASTM C 33 and gradation requirements of IDOT CA-7.

TABLE 3
PERMEABLE BASE AGGREGATE GRADATION REQUIREMENTS

CA-7	
Sieve Size	Percent Passing
1-1/2 in	100
1 in	95 to 100
1/2 in	45 to 75
No. 4	0 to 10

Note: Provide washed, clean, have zero plasticity, free from deleterious or foreign matter, crushed, angular rock and contain no No. 200 sieve size aggregate materials used in the construction of permeable pavement. Aggregate materials serve as the structural load bearing platform of the pavement as well as a temporary receptor for the infiltrated water that is collected through the openings in the pavement's surface.

2.07 EDGE RESTRAINTS

- A. Cast-in-place concrete banding and cast-in-place concrete paving as shown on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Ensure demolition is complete and subgrade has been excavated to the depth required for finished paver surface to be approximately 1/8-inch to 1/4-inch above specified elevation (to allow for settlement) after installation of granular base, bedding material, and pavers.
- B. Adjacent cast-in-place concrete work to be completed prior to paver installation.
- C. Examine areas indicated to receive paving for compliance with requirements for installation tolerances and other conditions affecting performance before placing the Permeable Interlocking Concrete Pavers.
 - 1. Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
 - 2. Verify that Permeable Base Aggregate material, thickness, compacted density, surface tolerance and elevations conform to specified requirements.
 - 3. Verify location, type, and elevations of edge restraints, concrete collars around utility structures, and drainage inlets.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Verify that the soil subgrade is free from standing water.
- B. Remove and stockpile existing Permeable Concrete Pavers in areas designated to be reset.
- C. Remove and stockpile existing Permeable Joint Opening Aggregate in areas designated to be reset.
- D. In areas where Permeable Concrete Pavers are to be reset, follow installation procedures following removal.

- E. Stockpile Permeable Setting Bed, Joint, and Base Aggregate materials such that they are free from standing water, uniformly graded, free of any organic material or sediment, debris, and ready for placement.
- F. Keep area where pavement is to be constructed free from sediment during entire job. Remove and replace all Permeable Joint, Setting Bed, Base and Subbase Aggregate materials contaminated with sediment with clean materials.
- G. Complete all subdrainage of underground services within the pavement area in conjunction with subgrade preparation and before the commencement of Permeable Base Aggregate construction.
- H. Do not damage underdrain pipes and other drainage appurtenances during installation. Report all damage immediately.
- I. Do not compact soil subgrade.

3.03 INSTALLATION

A. EDGE RESTRAINTS

- 1. Provide edge restraints as indicated.
 - a. Provide concrete edge restraint along the perimeter of all paving as specified. Install the face of the concrete edge restraint, where it abuts pavers vertical down to the subbase.
 - b. Construct concrete edge restraint to dimensions and level specified and support on a compacted subbase not less than 6 in thick.

B. PERMEABLE BASE AGGREGATE

- 1. Provide the Permeable Base Aggregate material in uniform lifts not exceeding 6 in. over the subgrade material and compact to at least 95 percent as per ASTM D 4254 to depths as indicated.
- 2. Compact the Permeable Base Aggregate material with a vibratory plate compactor until there is no visible movement.
- 3. Tolerance: Do not exceed the specified surface grade of the compacted Permeable Base Aggregate material more than $\pm 1/2$ in. over a 10 ft. long straightedge laid in any direction.
- 4. Grade and compact the upper surface of the Permeable Base Aggregate material sufficiently to prevent infiltration of the Permeable Setting Bed Aggregate material both during construction and throughout its service life.

C. PERMEABLE SETTING BED AGGREGATE

- 1. Provide and spread Permeable Setting Bed aggregate evenly over the base course and screed to a nominal thickness of 1-1/2 in.
 - a. Do not disturb screeded Permeable Setting Bed Aggregate.
 - b. Do not substantially exceed screed area which cannot be covered by pavers in one day.
 - c. Do not use Permeable Setting Bed Aggregate material to fill depressions in the base surface.
- 2. Keep moisture content constant and density loose and constant until pavers are set and compacted.
- 3. Inspect the Permeable Setting Bed Aggregate course prior to commencing the placement of the permeable interlocking concrete pavers.

D. PERMEABLE INTERLOCKING CONCRETE PAVERS

- 1. Do not use unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work.
- 2. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- 3. Exercise care in handling face mix pavers to prevent surfaces from contacting backs or edges of other units.

4. Provide Permeable Concrete Pavers along main trail using a running bond pattern set parallel to concrete banding as indicated on the drawings. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Purchased paver quantity assumes an overage of 10% to account for waste.
5. Provide Permeable Concrete Pavers in all areas other than main trail using a running bond pattern set perpendicular to concrete banding of approach walkways as indicated on the drawings. Pattern with circulation nodes to match orientation of approach walkways as indicated on the drawings. Adjust joint pattern at pavement edges such that cutting of edge pavers is minimized. Purchased paver quantity assumes an overage of 10% to account for waste.
6. Place units hand tight against spacer bars. Adjust horizontal placement of laid pavers to align straight.
7. Provide space between paver units of 1/32 in. wide to achieve straight bond lines.
8. Do not exceed joint (bond) lines more than $\pm 1/2$ in. over 50 ft. from string lines.
9. Fill gaps between units or at edges of the paved area that exceed 3/8 inch with pieces cut to fit from full-size unit pavers. Cut pavers shall not be less than 2" in width unless approved by the Owner.
10. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
11. Do not allow traffic on installed pavers until Permeable Joint Opening Aggregate has been vibrated into joints. Keep skid steer and forklift equipment off newly laid pavers that have not received initial compaction and Permeable Joint Opening Aggregate material.
12. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a to 5000-lbf compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate under the following conditions:
 - a. After edge pavers are installed and there is a completed surface or before surface is exposed to rain.
 - b. Compact installed concrete pavers to within 6 feet of the laying face before ending each day's work. Cover pavers that have not been compacted and leveling course on which pavers have not been placed, with nonstaining plastic sheets to prevent Permeable Setting Bed Aggregate from becoming disturbed.
13. Remove any cracked or damaged pavers and replace with new units prior to installing Permeable Joint Opening Aggregate material.
14. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers into Permeable Setting Bed course until full. Vibrate pavers and add Permeable Joint Opening Aggregate material until joints are completely filled, then remove excess material. This shall require at least 4 passes with a plate compactor.
15. Tolerances: Do not exceed 1/32-inch unit-to-unit offset from flush (lippage). Do not exceed 1/8 inch in 10 feet from level, or indicated slope, for finished surface of paving.
16. Remove excess Permeable Joint Opening Aggregate broom clean from surface when installation is complete.

3.04 FIELD QUALITY CONTROL

- A. Verify final elevations for conformance to the drawings after sweeping the surface clean.
 1. Do not deviate final surface tolerance from grade elevations more than $\pm 3/8$ in. under a 10 ft straightedge or indicated slope, for finished surface of paving.
- B. Set surface elevation of pavers 1/8 in. above adjacent drainage inlets, concrete collars or channels.
- C. Lippage: No greater than 1/8 in. difference in height between Permeable Interlocking Concrete Pavers and adjacent paved surfaces.

3.05 CLEAN-UP, REMOVAL, REPAIR AND SEALING

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
- B. Cleaning: Remove excess dirt, debris, stains, grit, etc. from exposed paver surfaces; wash and scrub clean.
 - 1. Clean Permeable Concrete Pavers in accordance with the manufacturer's written recommendations.
- C. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- D. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- E. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.06 PROTECTION

- A. Protect completed work from damage due to subsequent construction activity on the site.

3.07 PERMEABLE JOINT OPENING AGGREGATE MATERIAL REFILLING

- A. Provide additional Permeable Joint Opening Aggregate material after 120 days and before 150 days after date of Substantial Completion/Provisional Acceptance.
 - 1. Fill Permeable Joint Opening Aggregate material full to the lip of the paver.

3.08 INSPECTION

- A. Schedule an inspection of permeable paver base prior to placement of Permeable Pavers.

END OF SECTION

SECTION 32 17 26 - TACTILE WARNING SURFACING

PART 1 GENERAL

1.01 DESCRIPTION

- A. This section includes furnishing all labor, materials, tools and equipment necessary to install removable detectable warning surface tiles at curb ramps with an in-line truncated dome pattern and Brick Red (R) per Federal Standard 595B Table IV, Color No. 20109 as indicated on the drawings.
- B. Reference Standards:
 - 1. American Disabilities Act (Title 49 CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces.
- C. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 03 30 51 Cast-In-Place Concrete - Ramps and Walks

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.
- C. Detectable Warning Tiles shall be sourced from a single manufacturer.
- D. Detectable Warning Tiles must conform to all current ADA Specifications.
- E. Detectable Warning Tiles shall conform to the following:
 - 1. Replaceable Polymer Detectiles
 - a. compressive strength (ASTM D 695-02a) > 27,000 psi
 - b. tensile strength (ASTM D 638-03) > 7,000 psi
 - c. flexural strength (ASTM D 790-03) > 11,000 psi
 - d. water absorption (ASTM D 570-98) 0.07 % wt. change
 - e. integral color throughout
 - 2. Phosphate Bonded Detectiles
 - a. compressive strength > 9,000 psi
 - b. tensile strength > 1,500 psi
 - c. flexural strength > 500 psi
 - d. water absorption 4.50 % wt. change
 - e. integral color throughout
- F. Detectable Warning Tiles shall be warranted in writing for a period of five years from the date of installation.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Product data: Submit manufacturer's literature describing products, detailing installation and maintenance procedures.
- B. Shop drawings shall be required for each product detailing dimensions for each product and tile surface profile.
- C. Samples: 1 sample of the product to be used shall be submitted for approval in advance of any placement.
- D. Warranty, in writing, for Detectable Warning as specified.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.
- F. Detectable Warning Tiles shall be packaged in a manner to prevent damage during shipping.
- G. Detectable Warning Tiles shall be stored in an area where they shall be protected from damage.

PART 2 PRODUCTS

2.01 TILE MANUFACTURER

- A. Manufacturer: Subject to compliance with requirements. Manufacturers offering compliant tiles include , but are not limited to the following:
 - 1. Detectile
P.O. Box 3517
Oak Brook, IL 60523
 - 2. ADA Solutions Inc. of Chelmsford, MA (Phone: 800-372-0519, Fax: 978-262-9125, Web Site: www.adatile.com , E: info@adatile.com), or approved equal.
- B. Replaceable treaded anchoring system shall be provided with tiles.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Isolate work area by using barricades or cones to block off the work area from pedestrian or vehicular traffic. Consult with local governmental agency or other standard to be certain safety guidelines are followed.
- B. Before pouring concrete determine the layout of tiles.
- C. Pour and finish concrete according to the drawings and specifications. Check the slope of the concrete with an electronic level to assure compliance.
- D. Trace the approximate location of the tiles and remove ½" – 5/8" of concrete. Firmly attach the replaceable anchoring system securely to Detectile before placement.
- E. Place the tile in the void created by applying downward pressure and twisting the tile to set. The tile should be level with the surrounding concrete. Place the remaining tiles flush to the previous using the same downward twisting method.
- F. Float surface of concrete surrounding tiles making sure that any concrete displaced by the ties is removed and the surface is finished in a manner that the tile becomes an integral part of the sidewalk and does not disturb the uniform slope achieved before placement.

- G. Recheck slope to confirm that the installation of the tiles has not disturbed the slope.
- H. Carefully finish the edges, and clean up any concrete that has spilled during the installation. Clean by spraying with water.
- I. Protect area from pedestrian and vehicular traffic until the concrete has cured sufficiently.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Schedule an inspection of completed installation for Owner approval.

END OF SECTION

SECTION 32 32 23.13 - SEGMENTAL CONCRETE UNIT MASONRY SEAT WALLS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Install segmental concrete unit masonry seat walls (Seat Walls) within the limits of work as shown and specified.
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 03 30 50 Cast-In-Place Concrete - Bands
 - 4. 31 20 00 Earthwork

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. Installation crew must have at least five years of experience with installation of Seat Walls on projects of similar nature or dollar cost.
- C. Reference standards:
 - 1. ASTM C33 Concrete Aggregates
 - 2. ASTM C94 Ready-Mixed Concrete
 - 3. ASTM C140 Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units
 - 4. ASTM C1372 Segmental Retaining Wall Units
- D. Check materials upon delivery to assure proper material has been received.
- E. Prevent excessive mud, wet cement and like materials from coming in contact with the segmental retaining wall units.
- F. Protect materials from damage. Damaged material shall not be incorporated in the project.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Documentation of previously completed similar work and project contact info.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 WALL UNITS

- A. Wall Units Manufactured by Unilock.
 - 1. Supplied by: Licensed Distributor
 - 2. Product Name: Rivercrest Wall System
 - 3. Product Color: Buff
 - 4. Coping Unit: LedgeStone, Buff Color, by Unilock
- B. Wall units shall have Unilock block specifications and be made from wet cast concrete in accordance with Manufacturer's regional requirements.
- C. Exterior block dimensions, as measured in accordance with ASTM C140, shall be uniform and consistent. Maximum dimensional deviations to be 0.125 inch or 2%, whichever is less, excluding the architectural surfaces.
- D. Exposed faces shall have a textured finish. Other surfaces to be smooth form type.

PART 3 EXECUTION

3.01 SEGMENTAL CONCRETE UNIT MASONRY SEAT WALL PLACEMENT

- A. Seat Walls to mimic existing Seat Walls located near Morrison Shelter.
- B. Place the first course of wall units following the **Rivercrest Wall System Installation Guide** published by Unilock using Standard Blocks No. 1, 2, 3, 4, and corner pieces centered on the PCC Banding (Type C). Check all units for level and alignment as they are placed. Adhere base course to PCC Banding using an approved concrete adhesive such as Titebond landscape wall adhesive or equal. Concrete adhesive bead between PCC Banding and first wall course must be discontinuous between individual wall units to allow for water to travel unimpeded through wall section.
- C. Ensure that units are in full contact with PCC Banding. Take proper care to develop straight lines and smooth curves on base course as per wall layout and details.
- D. Install next course of wall units on top of base row using adhesive and following manufacturers Rivercrest Wall System Installation Guide.
- E. Install each subsequent course in like manner. Repeat procedure to the extent of wall height capping the wall with LedgeStone, 3" Coping Unit, Buff Color, by Unilock.

Note: Refer to Design Option A in the Rivercrest Wall System Installation Guide. The wall cavity shall not be filled with any type of stone aggregate.

3.02 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.

C. Repair:

1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

- A. Contractor to mock up a minimum wall length of 10 feet or other approved wall segment for approval by Owner before proceeding with permanent wall installation. Failure to do so may result in rejection of work product.

END OF SECTION

SECTION 32 32 60 – BOULDER EDGING

PART 1 GENERAL

1.01 DESCRIPTION

- A. This work shall consist of installing granite boulders (Boulder Edging – Type 1) and cut limestone blocks (Boulder Edging – Type 2) in accordance with the drawings, specifications, and as directed by the Owner in the field. Granite boulders and cut limestone blocks are to be provided by Owner.
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 31 20 00 Earthwork

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
- B. Installation crew must have at least one year of experience with installation of retaining walls on projects of similar nature or dollar cost.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. None Required.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 Boulder Edging – Type 1 shall be granite boulders and conform to the following requirements:

- A. The granite boulders shall come from Owner supplied stone source.
- B. The granite boulders shall be free of cracks, seams, weak bedding planes, and other defects that would unduly increase its deterioration from natural forces.
- C. The granite boulders shall be free from sand, silt, clay, rock fines, and other materials not meeting the requirements of this section.
- D. The granite blocks shall be from an on-site stockpile at direction of Owner.

- E. The granite boulders shall vary in size and shall conform to the following composition and dimensions:
 - 20% granite cobbles ranging from 3" to 6"
 - 80% granite boulders ranging from 18" to 24"

- 2.01 Boulder Edging – Type 2 shall be cut limestone blocks and conform to the following requirements:
 - A. The limestone blocks shall come from Owner supplied stone source.
 - B. The limestone blocks shall be free of cracks, seams, weak bedding planes, and other defects that would unduly increase its deterioration from natural forces.
 - C. The limestone blocks shall be free from sand, silt, clay, rock fines, and other materials not meeting the requirements of this section.
 - D. The limestone blocks shall be from an on-site stockpile at direction of Owner.
 - E. The limestone blocks shall vary in size and shall conform to the following composition and dimensions: minimum 12" long x 12" wide with a thickness ranging between 4" and 9".
 - F. Aggregate base shall be incidental as shown on the drawings.

PART 3 EXECUTION

3.01 BOULDER EDGING – TYPE 1 PLACEMENT:

- A. Boulders shall be placed a minimum of 4 inches (4") below finished surface elevation adjacent to boulder toe as shown on the drawings.
- B. Boulders shall be placed to the percent makeup and thickness specified. Placement shall be accomplished in a manner to avoid large voids between boulders. If necessary, individual stones shall be rearranged at the direction of the Owner. Boulders shall be securely nested such that individual boulders are firmly in contact with adjacent boulders and the finished mass contains the least practical amount of void space.

3.02 BOULDER EDGING – TYPE 2 PLACEMENT:

- A. Limestone blocks shall be placed as indicated on the plans.
- B. Limestone blocks shall be placed to the percent makeup and thickness specified. Placement shall be accomplished in a manner to avoid large voids between blocks. If necessary, individual blocks shall be rearranged at the direction of the Owner. Blocks shall be securely nested such that individual blocks are firmly in contact with adjacent blocks and the finished mass contains the least practical amount of void space.

3.03 CLEAN-UP, REMOVAL AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

3.03 INSPECTION

A. None required.

END OF SECTION

SECTION 32 92 19 - SEEDING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Install seed mixes and related products as indicated on the Drawings and in areas disturbed by Contractor's operations (By Owner).
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 3. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Prior to delivery of any materials to the site, submit a complete list of all seed to be used during this portion of the work. Include complete data on source, quantity and quality. Seed shall not be delivered to project site until this submittal has been approved.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 AREAS DESIGNATED FOR SEEDING ON DRAWINGS

- A. Provide and install IDOT CLASS 7 Temporary Turf Cover Mixture meeting the requirements of Section 250 of the Standard Specifications.
- B. Provide and install erosion control blanket if needed meeting the requirements of North American Green S75BN or approved equal.
- C. As an alternative to seeding and erosion control blanket, Owner provided wood chips may be used.

2.02 AREAS DESIGNATED FOR SODDING ON DRAWINGS

- A. As an alternate to sodding, provide and install IDOT CLASS 1 Lawn Mixture meeting the requirements of Section 250 of the Standard Specifications.

PART 3 EXECUTION

3.01 SEED BED PREPARATION

- A. Seed bed preparation shall not begin until all other site work, topsoil spreading and finish grading have been completed.
- B. All areas to be seeded shall be inspected and approved by the Owner prior to the sowing of seed.
- C. Surfaces to be seeded shall be loose and friable to a minimum depth of 3 inches. Hard and compacted surfaces are not acceptable and must be tilled and raked to provide a suitable seed bed. Any rocks, soil clods or other debris greater than 1 1/2" diameter that is generated shall be removed and disposed. The prepared surface shall be free from crusting and cracking.

3.02 SEED BED PREPARATION

- A. All areas of bare soil which have been graded or otherwise disturbed by construction shall be seeded, unless specified on the plans otherwise.
- B. No seed shall be sown during unfavorable conditions such as high winds or very wet soil.
- C. Temporary work areas, staging areas, haul roads and all other similarly disturbed areas which require restoration shall be prepared and seeded according to the requirements contained in this section.

3.03 EROSION CONTROL BLANKET

- A. Immediately after seeding is complete, place erosion control blanket on all areas as designated on the plans. Refer to the manufacturer's recommendation for selection of staple patterns and quantities appropriate to the site conditions.
- B. The Contractor shall guarantee that all erosion control blanket remains securely in place until a minimum of 90% of the ground has been stabilized by germination and growth of permanent or temporary seed. Erosion control blanket shall be restapled, reapplied or otherwise reset as specified as often as necessary until stabilization has been achieved.

3.04 CLEAN-UP, REMOVAL, AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

SECTION 32 92 23 - SODDING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Install sod as indicated on the Drawings and in areas disturbed by Contractor's operations (By Owner).
- B. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 3. 01 74 23 Restoration

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Prior to delivery of any materials to the site, submit a complete list of all sod to be used during this portion of the Work. Include complete data on source, quantity and quality. Sod shall not be delivered to project site until this submittal has been approved.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contractor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 AREAS DESIGNATED FOR SODDING ON DRAWINGS

- A. Provide and install sod meeting the requirements of Article 252.02 of the Standard Specifications.

PART 3 EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Conform to Articles 252.03 through 252.11 of the Standard Specifications.

END OF SECTION

SECTION 33 46 16.13 – SUBDRAINAGE PIPING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Excavate required trenches, furnish and install new pipe drains, inlets and appurtenances in accordance with the plans as shown and specified.
- B. Provide and perform pipe bedding, haunching, backfill and restoration as indicated on the plans.
- C. Related sections include the following:
 - 1. 01 22 00 Measurement and Payment
 - 2. 01 33 00 Submittals
 - 3. 01 74 23 Restoration
 - 4. 31 20 00 Earthwork

1.02 QUALITY ASSURANCE

- A. At least one person must be present at all times during execution of this portion of the Work that is thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.

1.03 LAWS AND REGULATIONS

- A. Comply with all applicable regulations.
- B. All materials and workmanship must meet or exceed applicable federal, state, county and local laws and regulations.
- C. In the event of conflict between the requirements of these Specifications and the laws, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.

1.04 SUBMITTALS

- A. Pipe product data sheets.

1.05 SATISFACTORY PERFORMANCE

- A. Work shall at all times be satisfactory to the Owner and Engineer.
- B. Owner or Engineer shall inform the Contactor of unsatisfactory procedures and operations.
- C. Promptly correct unsatisfactory procedures and operations to the satisfaction of the Owner or Engineer.
- D. Failure to promptly correct unsatisfactory procedures and operations may cause the Owner or Engineer to suspend the performance of any or all other work until the unsatisfactory condition has been corrected.
- E. Such suspension shall not be the basis of any claim by the Contractor for additional compensation from the Owner nor for an extension of time to complete the Work.

PART 2 PRODUCTS

2.01 GENERAL

- A. Provide and install new and unused materials for pipe drain construction meeting the requirements of Section 1040 of the Standard Specifications for the material specified.
- B. Provide and install all couplers, fittings, and other miscellaneous materials required for pipe drain system construction conforming to the Standard Specifications and/or manufacturer's recommendations, whether or not they are specifically called for on the plans or in the specifications.

- 2.02 PIPE
 - A. Pipe material to be Polyvinyl Chloride conforming to Article 1040.03 (a) of the Standard Specifications.

- 2.03 INLET, 12"
 - A. 12" Square 2 Hole Basin with 12" Atrium Grate (Advanced Drainage Systems) or approved equal. Opening not scheduled for connection to new pipe to be plugged with Universal End Cap (Advanced Drainage Systems).

- 2.04 BEDDING AND TRENCH BACKFILL
 - A. Bedding to be CA-7 conforming to Article 1004.01 of the Standard Specifications and plan details.
 - B. Backfill to be CA-7 conforming to Article 1004.01 of the Standard Specifications and plan details.
 - 1. Suitable on-site soils may also be used for backfill above CA-7 in non-paved areas as shown on the drawings.

PART 3 EXECUTION

- 3.01 INSTALLATION
 - A. Install pipe at the locations and to the lines, grades, and dimension noted on the plans. Pipe to be installed in conformance with Article 601.03 of the Standard Specifications (unless specified otherwise), and in accordance with all of the manufacturer's recommendations.
 - B. Excavate trench to a stable slope of recommended width for pipe.
 - C. Trench widths and depths to be as shown on the Drawings or as otherwise specified by the Engineer.
 - D. If specified trench depth and width is exceeded without written approval, bedding shall be furnished, placed, and compacted as directed by the Engineer at the expense of the Contractor.
 - E. Stockpile suitable material for reuse excavated from the trench a sufficient distance from the trench to prevent slides or cave-in of the excavation side slope.
 - F. Remove unsuitable material at the bottom of trenches and replace with compacted pipe bedding material.
 - G. Providing adequate barriers, signage, bracing, and any other such measures necessary to protect the public at all times.
 - H. Place bedding to a minimum depth of two (2) inches. Ensure elevations and slope of bedding conform to plans and provides positive drainage.
 - I. Place CA-7 backfill to midpoint of pipe, filling all voids below pipe.
 - J. Continue placing CA-7 backfill to not less than four (4) inches over crown of pipe.
 - K. Continue backfilling pipe in unpaved areas with native soils in lifts of not more than twelve (12) inches, compacting each lift to 90% Standard Proctor density.
 - L. Scarify the subgrade resulting from backfilled trenches to a depth of three (3) inches before application of topsoil in unpaved areas.
 - M. Contractor is responsible for settling of all excavation associated with the work of this section for a period of 1 year from final acceptance. During this period and at no additional cost to the Owner, the Contractor shall backfill and replant any areas of settlement associated with pipe drain construction. If necessary, the Contractor shall make repairs to their pipe drain system construction to prevent continued settling.

- 3.02 CLEANING
 - A. Clean all piping, structures, and grates through and to which water is directed to the satisfaction of the Owner or Engineer. Remove accumulated sediment and any other debris.

- 3.03 CLEAN-UP, REMOVAL, AND REPAIR

- A. Cleanup:
 - 1. Trash or other such materials shall not be allowed to accumulate at the project site.
 - 2. All tools to be kept in appropriate carrying cases or tool boxes when not in use.
 - 3. Parking areas, roads, sidewalks, paths and other paved areas to be kept free of mud, dirt, and other debris.
- B. Removal:
 - 1. Remove tools, empty containers, barricades, and all other debris generated by the Contractor after the work has been completed.
 - 2. Excess material to be properly disposed of by the Contractor at no additional cost to the Owner unless specified otherwise.
- C. Repair:
 - 1. Repair any damages caused by the Contractor during completion of the work described in this Section to the satisfaction of the Owner or Engineer.

END OF SECTION

Waukegan Park District

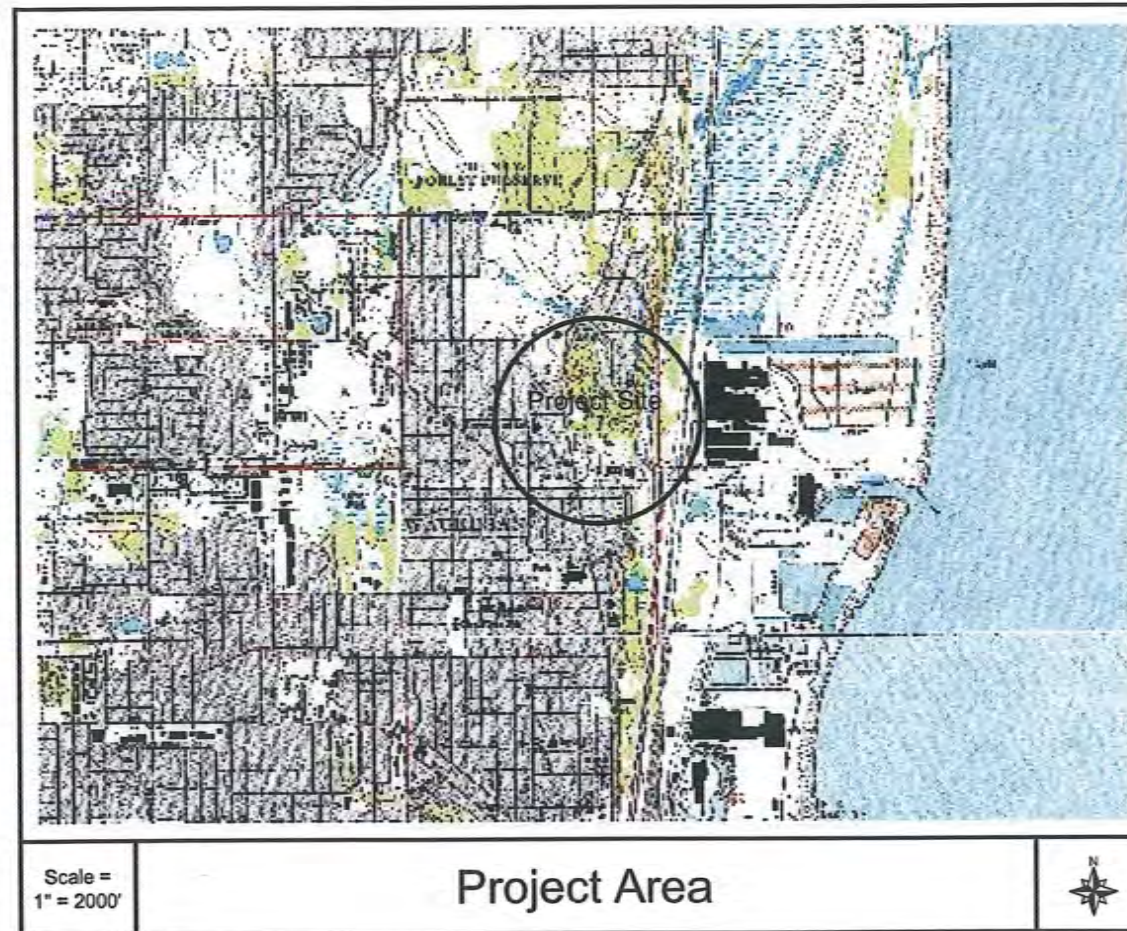
Bowen Park - Hofflander Trail & Circulation Improvements

Client:

Waukegan Park District
 Park Maintenance Facility
 2211 Ernie Krueger Circle
 Waukegan, Illinois 60087
 Office: 847-360-4725
 Fax: 847-244-7345

Engineer:

Hey and Associates, Inc.
 26575 West Commerce Drive, Suite 601
 Volo, Illinois 60073
 Office (847) 740-0888
 Fax (847) 740-2888



Sheet Index:

1. C1.0 Cover Sheet
2. C1.1 General Notes
3. C1.2 Overall Plan
4. C2.0 Site Preparation & Removals Plan
5. C3.0 Layout & Materials Plan (Main Trail - North)
6. C3.1 Layout & Materials Plan (Main Trail - South)
7. C3.2 Layout & Materials Plan (Circulation Nodes)
8. C4.0 Grading & Drainage Plan (Main Trail - North)
9. C4.1 Grading & Drainage Plan (Main Trail - South)
10. C4.2 Grading & Drainage Plan (Circulation Nodes)
11. C5.0 Restoration & Planting Plan
12. C6.0 Details
13. C6.1 Details

Benchmarks & Control:

Site Benchmark
 BM #1 = Northeast flange ("Mueller") bolt of fire hydrant on the south side of the cul-de-sac, west of Jack Benny Center. Elevation = 639.65 (NAVD 1988)

Horizontal Control Points
 CP #1 = Scribed cross in the concrete walk, 1 ft south of the north edge of the concrete walk, approx. 75 ft west of the northwest corner of the existing shelter's concrete pad. N 2084119.50 E 1119929.77

CP #2 = Scribed cross in the concrete walk, 1 ft west of the east edge of the concrete walk, approx. 70 ft northeast of the southeast corner of the existing shelter's concrete pad. N 2084062.39 E 1120102.49

CP #3 = 1/2" Rebar at center of proposed trail arc. N 2083992.41 E 1120044.29

Call J.U.L.I.E. 1-800-892-0123 at least 48 hours before start of construction with the following:

County: Lake
 City or Township: Waukegan
 Tier, Range & Section: T45N, R12E, Sec. 9

The information shown on this drawing concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The Contractor is responsible for making his own determinations as to the type and location of underground utilities as may be necessary to avoid damage thereto.

PROFESSIONAL SEAL



Signature: *[Handwritten Signature]*
 Date: 9/15/16
 License Expires: 11/30/17
 This document shall not be considered a valid technical submittal unless it bears an original seal and signature.

Base Survey Information provided by:
 Hey and Associates, Inc. supplemented with Lake County 1 FT Contours

No.	Revision/Issue	Date

Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
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 VOLO, ILLINOIS 60073
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 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184.002429

Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Cover Sheet

PROJECT NO:	16-0247	DRAWING NO:	C1.0
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	9/15/2016		1 of 13

For Bidding

GENERAL NOTES

- The IDOT "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, IDOT Supplemental Specifications published prior to the date of the contract, and the project plans and specifications shall govern the work. In the event of a conflict between the IDOT documents and the project plans and specifications, the project plans and specifications shall prevail. Written information (e.g. dimensions) shall prevail over graphic representations (e.g. scaled lengths).
- Prior to submitting a bid, the Contractor shall examine all plans and specifications, visit the site of the work, and fully inform themselves of the work involved, general and local conditions, all Federal, State and local laws, ordinances, rules and regulations, and all other pertinent items which may affect the cost and time of completion of this project.
- All work and materials shall be in accordance with applicable code requirements and permits including but not necessarily limited to: City of Waukegan.
- Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.
- Prior to submitting their bid, the Contractor shall call the attention of the Owner to any material or equipment they deem inadequate and to any item of work omitted.
- The Contractor shall provide a written work schedule, and shall update said schedule on a regular basis and as otherwise required. A minimum forty-eight (48) hour notice shall be given for any item that requires approval or inspection. The Contractor shall inform the Owner of all changes in the construction schedule as soon as they become apparent.
- Special attention is drawn to the fact that Article 105.06 of the IDOT "Standard Specifications for Road and Bridge Construction" requires the Contractor to have a competent superintendent on the project site at all times, irrespective of the amount of work sublet. The superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, shall be responsible for scheduling and have control of all work as the agent of the Contractor. Failure to comply with this provision will result in a suspension of work until such time as reasonably decided by the Owner.
- Neither the Owner, Engineer, Designer, Consultant nor the Owner's representative shall be responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions used by the Contractor. The Contractor is solely responsible for execution of their work in accordance with the contract.
- The Contractor shall be responsible for providing safe and healthful working conditions throughout the construction of the proposed improvements.
- The Contractor shall provide, maintain, and remove all signs, barricades, flagmen and other control devices as may be necessary for the purpose of traffic control. As used herein, traffic shall apply to, but not necessarily be limited to the following: vehicles, pedestrians, and cyclists. All traffic control shall be in accordance with applicable parts of Section 701 of the "Standard Specifications for Traffic Control Items" except as specifically modified on the project plans and specifications. Traffic control shall be considered incidental to the contract.
- The Contractor shall notify J.U.L.I.E. (1-800-892-0123) to identify and mark any utilities that may occur within the work zone prior to construction.
- Locations of utilities shown on plans are approximate only, and are not necessarily complete. Contractor shall make their own investigations as to location of all existing underground structures, cables and pipe lines.
- The Contractor shall be responsible for the protection of all private and public utilities even though they may not be shown on the plans. Any utility that is damaged during construction shall be repaired or replaced to the satisfaction of the Owner. The cost of any such repair(s) shall be considered incidental to the contract.
- If existing utility lines of any nature are encountered which conflict in location with new construction, the Contractor shall notify the Owner so that the conflict may be resolved.
- The Contractor shall be required to make arrangements for the proper bracing, shoring and other required protection of all roadways, structures, poles, cables and pipe lines, before construction begins. They shall be responsible for any damage to the streets or roadways and associated structures and shall make repairs as necessary to the satisfaction of the Owner. The cost of any such repair(s) shall be considered incidental to the contract.
- All elevations are based on NAVD88 Datum.
- Layout of lines and grades or any other surveying required to construct the proposed improvements shall be the responsibility of the Contractor and shall be considered incidental to the contract.
- All lot irons and/or markers damaged or removed during construction of this project shall be replaced by the Owner. The cost of replacement shall be deducted from the amount owed to the Contractor under this contract.
- During construction the Contractor shall have in their possession on the job site a copy of the plans, specifications and necessary permits.
- The Contractor shall submit for approval any and all "approved equal" items, shop drawings, and other required submittals to the Owner's representative prior to construction.
- The Contractor is responsible for coordinating any required inspections with the Owner, Consultant, and other agencies.
- Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Engineer or Consultant and Owner. Final payments shall be made after all of the Contractor's work has been approved and accepted.

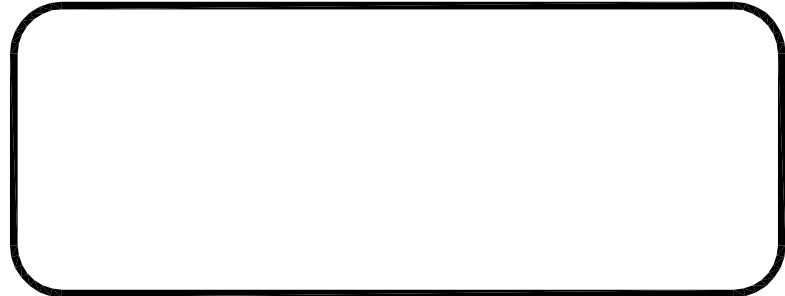
CONSTRUCTION NOTES

- The Contractor shall be required to attend a pre-construction meeting with the Owner and Consultant prior to the start of construction to review shop drawing procedures, construction methods, phasing, sequencing, and to establish a well-defined construction schedule.
- Owner shall install soil erosion control measures and tree/construction fencing prior to the start of construction.
- The Contractor shall work within the limits of construction (unless otherwise specified). If work is done outside the limits of construction, it shall be the responsibility of the Contractor to restore any disturbed areas to a condition equal to or better than original. The opinion of the Owner shall be final in determining the acceptability of restored areas. The cost of any such restoration shall be considered incidental to the contract.
- Contractor shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials, wetlands, structures, roads, parking lots, trails, turf areas, finished topsoil areas, and other property of Owner, the public, or private entities.
- The proposed lines and grades shown on the construction plans represent finished grade elevations.
- Contractor shall construct subgrade to lines and grades shown on the construction plans in accordance with specifications and details.
- Subgrade shall be prepared per specifications and compacted to a minimum of ninety-five percent (95%) standard proctor in accordance with ASTM D-698 and the standard specifications (unless otherwise specified).
- Topsoil shall be stripped and salvaged from excavation and other site grading operations, stockpiled and re-spread as needed to achieve final grades. Excess topsoil shall be removed from site.
- All disturbed areas to receive a minimum of 6 inches of topsoil generated on-site and be seeded as specified on the construction plans and specifications.
- Areas to be seeded shall be firm but not compacted and shall be fine graded to a smooth and natural contour prior to seeding. All rocks, sticks, roots, clods, and debris greater than one-inch shall be removed and disposed of off-site.
- Owner shall place erosion control blanket over seeded areas as necessary.
- On-site stockpile, borrow and staging areas shall be graded not to block or change existing drainage patterns, as directed by Engineer. Excess soil material shall be removed from site.
- Existing sidewalks outside the limits of construction are to remain open, safe, and in an accessible condition for public use at all times during the construction of this project. Access through and over these walks shall be kept to a minimum.

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

All soil erosion and sedimentation control measures shall be in accordance with these plans and specifications and the "Standard Specifications for Road and Bridge Construction", State of Illinois, Department of Transportation, adopted January 1, 2012 and revisions thereto. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications in the Illinois Urban Manual, latest edition and the Lake County Stormwater Management Commission standard notes and details.

- Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, site conditions and the use of temporary or permanent measures.
- Soil erosion and sediment control features shall be constructed prior to the commencement of upland disturbance.
- Temporary soil stabilization shall be applied to disturbed areas within 14 calendar days of the end of the active hydrologic disturbance. Permanent stabilization shall be completed within 7 days after completion of final grading of the soil. In areas where work has temporarily ceased for 21 days or more, temporary stabilization shall occur within 14 days after work has ceased.
- All storm sewer facilities that are or will be functioning during construction shall be protected, filtered or otherwise treated to remove sediment.
- All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization is achieved or after temporary measures are no longer needed. Trapped sediment and other disturbed soil areas shall be permanently stabilized.
- All temporary and permanent erosion control measures must be maintained and repaired as needed. The General Contractor will be responsible for inspection and repair during construction. The Owner will be responsible if erosion control is required after the Contractor has completed the project.
- The erosion control measures indicated on the plans are the minimum requirements. Additional measures may be required as directed by the engineer or governing agency.
- All erosion control measures must be inspected weekly and after each 0.5" rain event.
- Stockpiles of soil and other building materials to remain in place more than three (3) days shall be furnished with erosion and sediment control measures (i.e. perimeter silt fence). Stockpiles to remain in place for 30 days or more shall receive temporary seeding.
- All adjacent streets must be kept clear of debris, inspected daily, and cleaned when necessary.
- The Owner must be notified one week prior to the pre-construction conference, one week prior to the commencement of land disturbing activities, and one week prior to the final inspection.
- A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.



LEGEND		

No.	Revision/Issue	Date

Hey and Associates, Inc.

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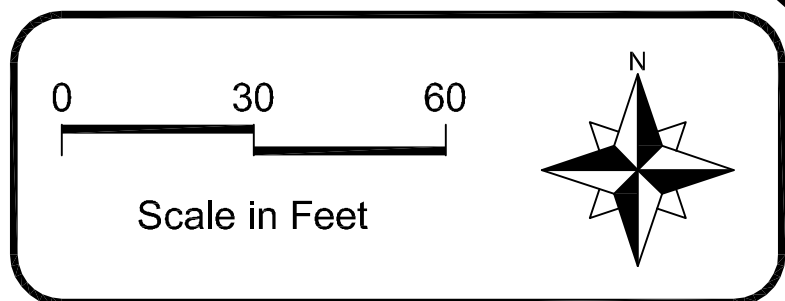
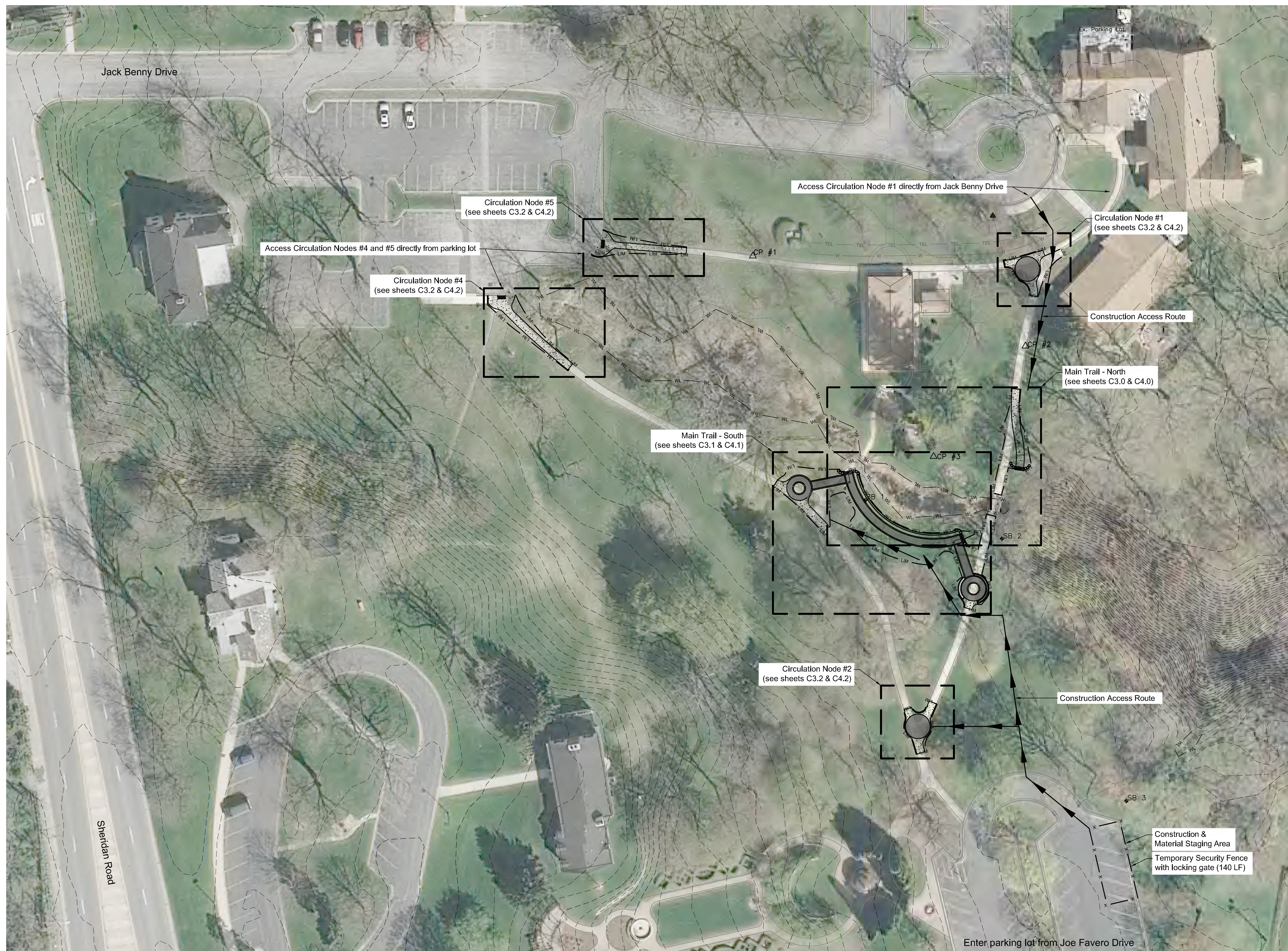
Waukegan Park District

Bowen Park - Hofflander Trail
 & Circulation Improvements

General Notes

PROJECT NO:	16-0247	DRAWING NO:	C1.1
DESIGNED BY	KGK		
DRAWN BY	KGK		
CHECKED BY	TLP		
APPROVED BY	TLP	SHEET NO:	
ISSUE DATE	9/15/2016	2 OF 13	

For Bidding



LEGEND		
Existing 1 FT Topography (Surveyed)		
Existing 1 FT Topography (Lake Co.)		
Wetland Boundary (Surveyed)		
Existing Storm Drainage		
Existing Water Main		
Existing Underground Electric Line		
Existing Underground Telephone Line		
Proposed Drain Pipe		
Temporary Security Fence		
Limits of Construction		
Construction Access Routes		
	Site Benchmark	
	Control Point	
	Soil Boring	
	Existing Storm Manhole	
	Existing Inlet	
	Existing Sanitary Manhole	
	Existing Fire Hydrant	
	Existing Valve Vault	
	Existing Valve Box	
	Existing Telephone Pedestal	
	Existing Tree	
No.	Revision/Issue	Date

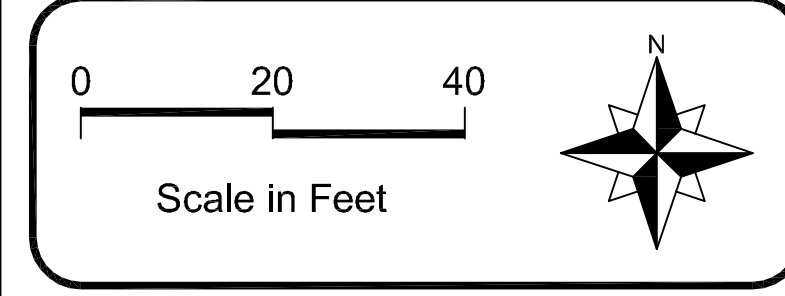
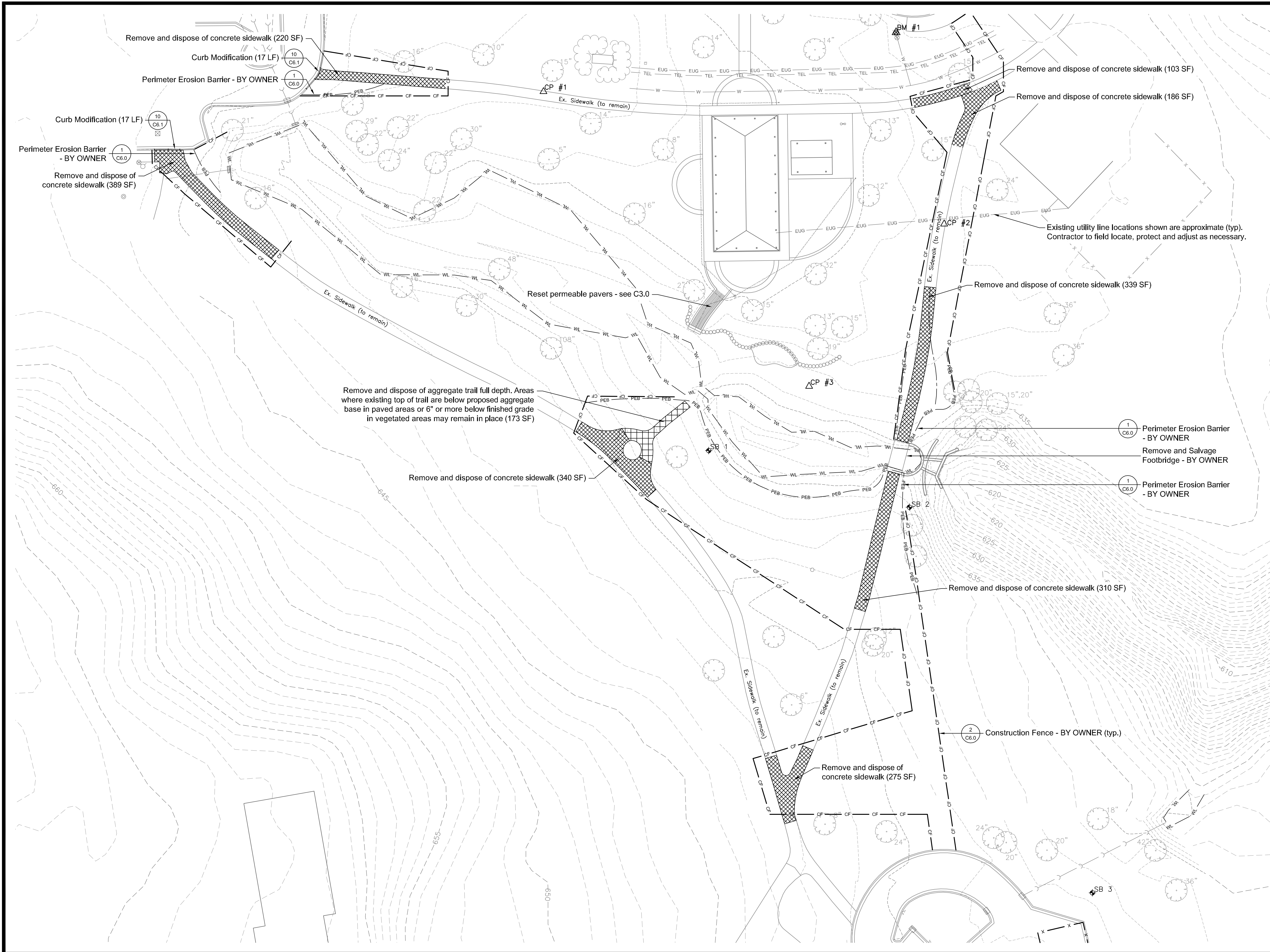
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Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Overall Plan

PROJECT NO:	16-0247	DRAWING NO:	C1.2
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	9/15/2016		3 OF 13

For Bidding



LEGEND	
	Existing 1 FT Topography (Surveyed)
	Existing 1 FT Topography (Lake Co.)
	Wetland Boundary (Surveyed)
	Existing Water Main
	Existing Underground Electric Line
	Existing Underground Telephone Line
	Construction Fence
	Perimeter Erosion Barrier
	Site Benchmark
	Control Point
	Existing Storm Manhole
	Existing Inlet
	Existing Fire Hydrant
	Existing Valve Box
	Existing Telephone Pedestal
	Existing Tree

No.	Revision/Issue	Date

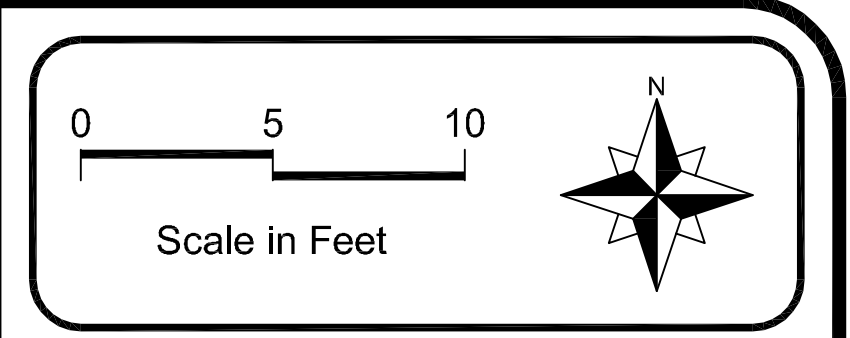
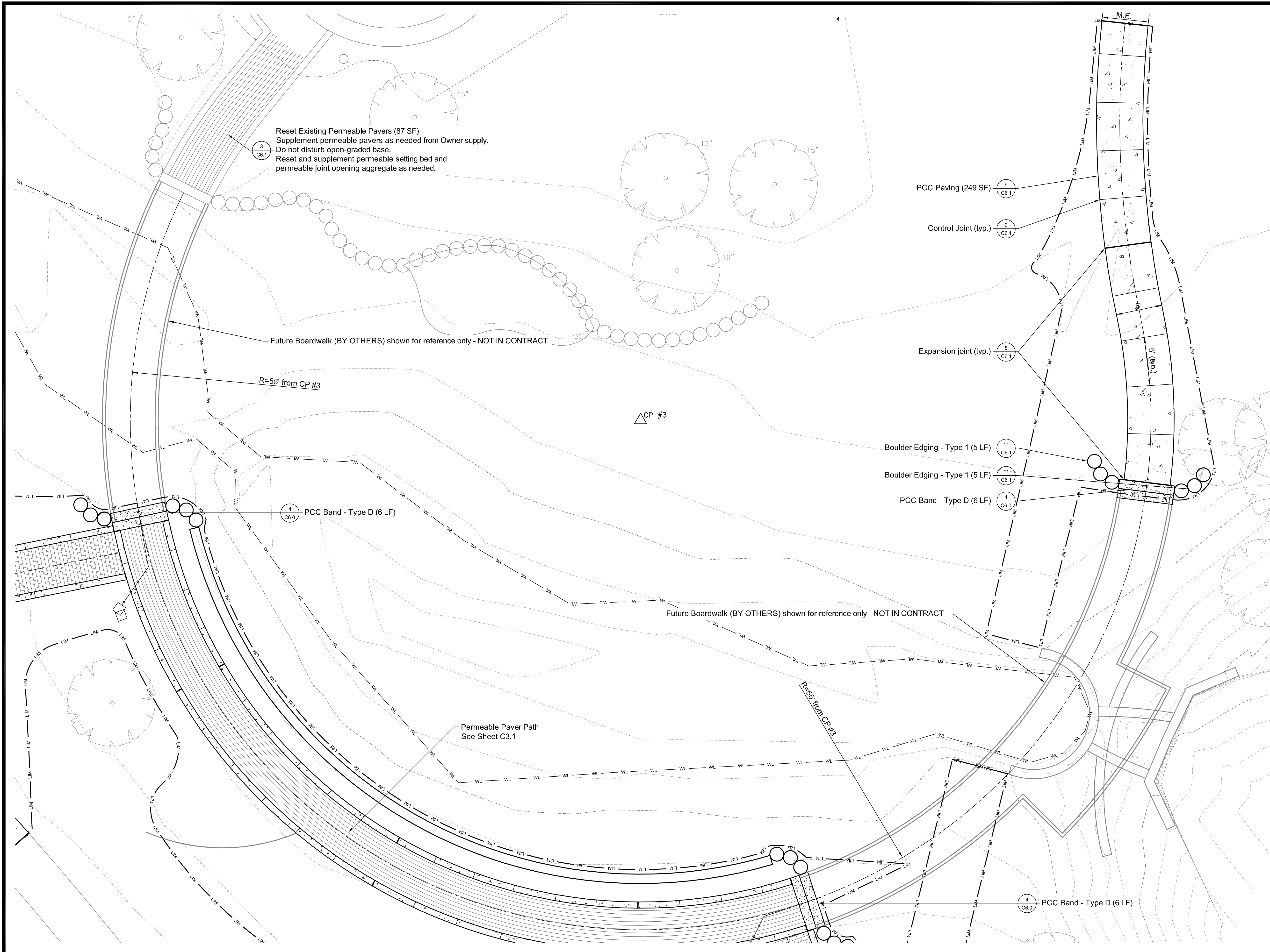
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Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

**Site Preparations
 & Removals Plan**

PROJECT NO:	16-0247	DRAWING NO:	C2.0
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	9/15/2016		4 OF 13

For Bidding



LEGEND		
Wetland Boundary (Surveyed)		
— WL — WL — WL — WL — WL — WL —		
Proposed Pipe Drain		
→ → → → →		
Limits of Construction		
— LIM — LIM — LIM — LIM — LIM — LIM —		
△	Site Benchmark	
△	Control Point	
⊙	Existing Storm Manhole	
⊕	Existing Inlet	
⊙	Existing Fire Hydrant	
⊕	Existing Valve Box	
⊕	Existing Telephone Pedestal	
□	Proposed Inlet	
⊙	Existing Tree	
No.	Revision/Issue	Date

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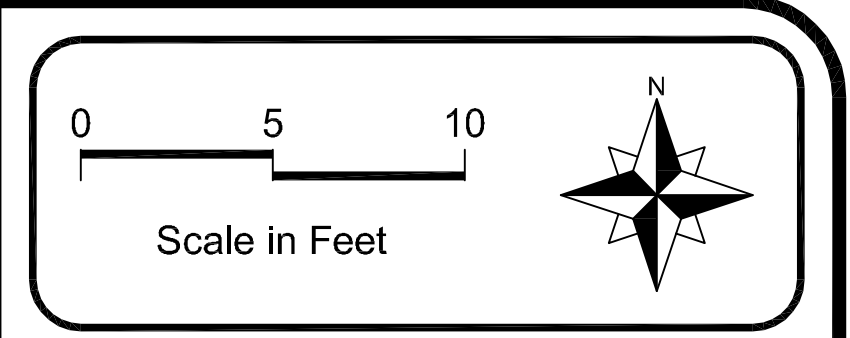
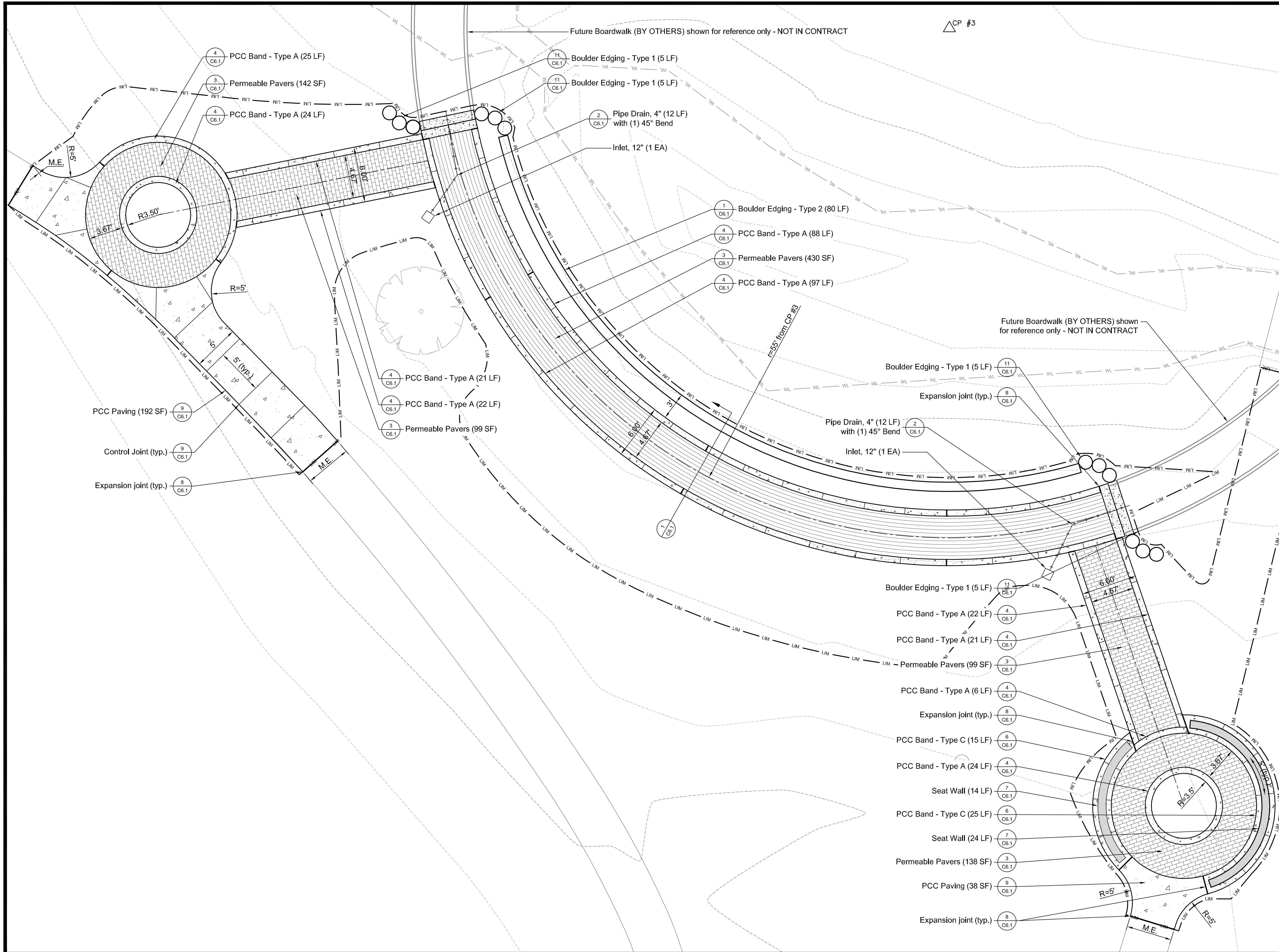
Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Layout & Materials Plan
 (Main Trail - North)

PROJECT NO:	16-0247	DRAWING NO:	
DESIGNED BY:	KGK	C3.0	
DRAWN BY:	KGK		
CHECKED BY:	TLP	SHEET NO:	
APPROVED BY:	TLP	ISSUE DATE:	9/15/2016
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For Bidding

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LEGEND

- Wetland Boundary (Surveyed)
- Proposed Pipe Drain
- Limits of Construction
- Site Benchmark
- Control Point
- Existing Storm Manhole
- Existing Inlet
- Existing Fire Hydrant
- Existing Valve Box
- Existing Telephone Pedestal
- Proposed Inlet
- Existing Tree

No.	Revision/Issue	Date

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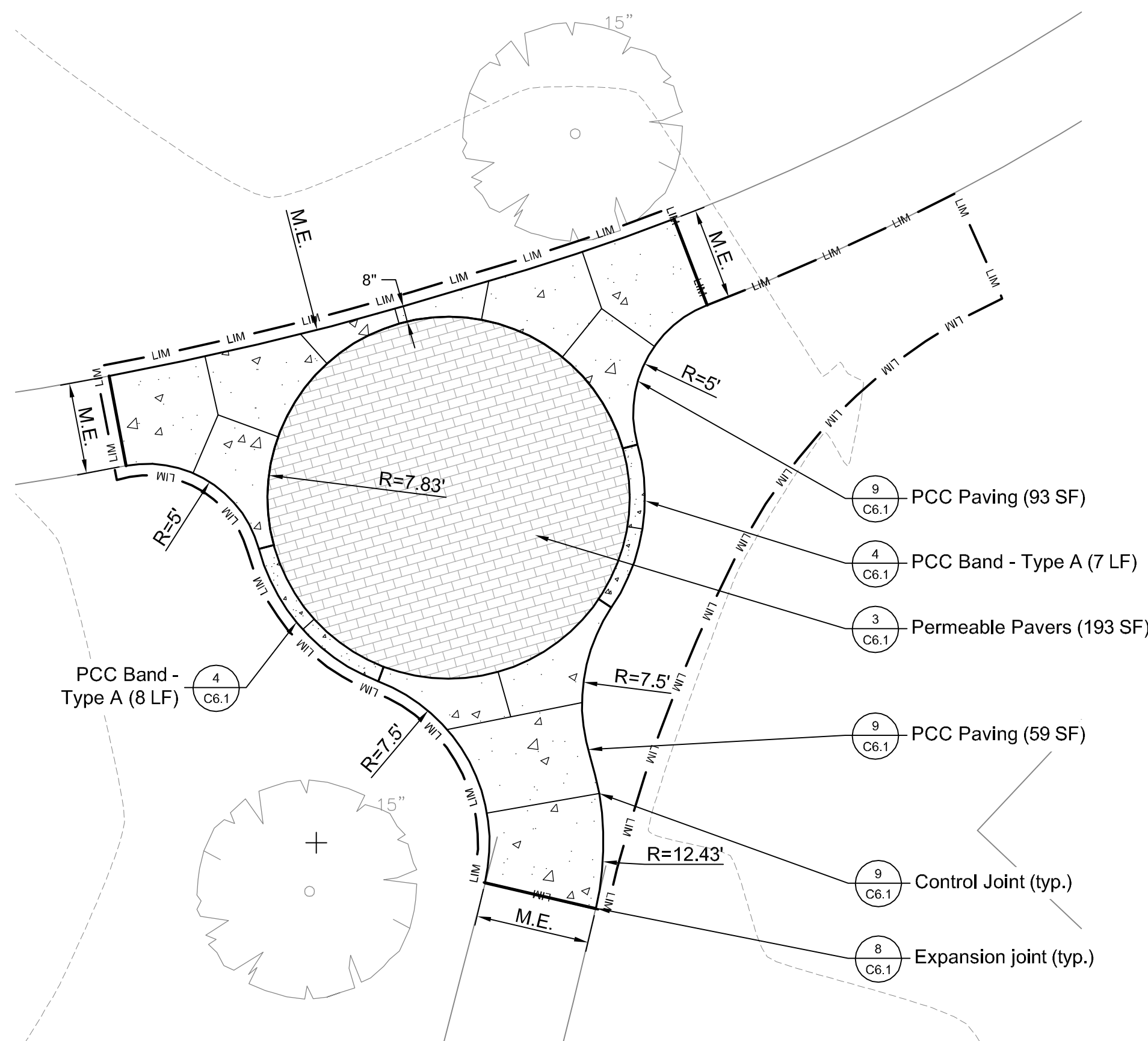
Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Layout & Materials Plan
 (Main Trail - South)

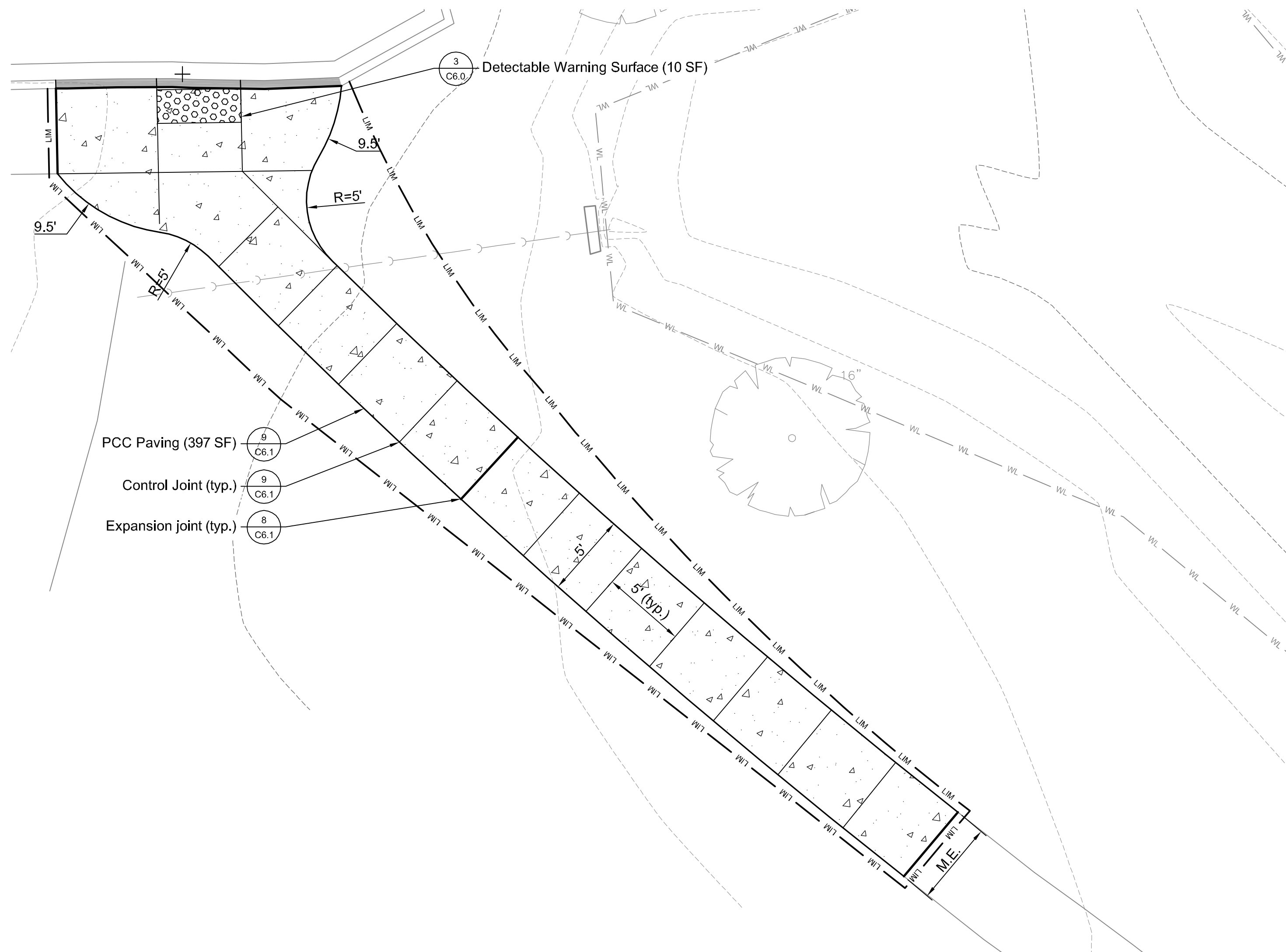
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DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	9/15/2016		6 OF 13

For Bidding

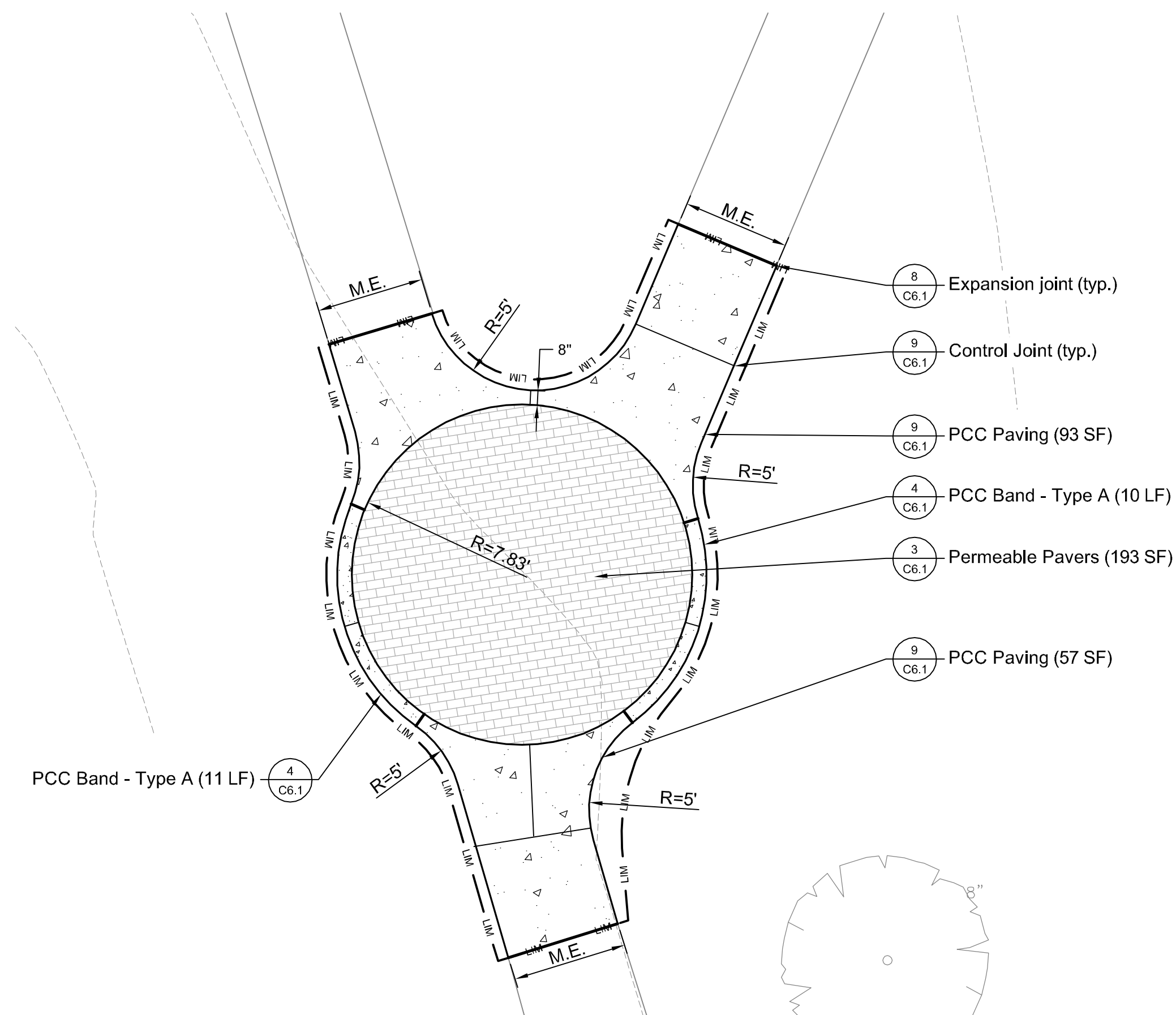
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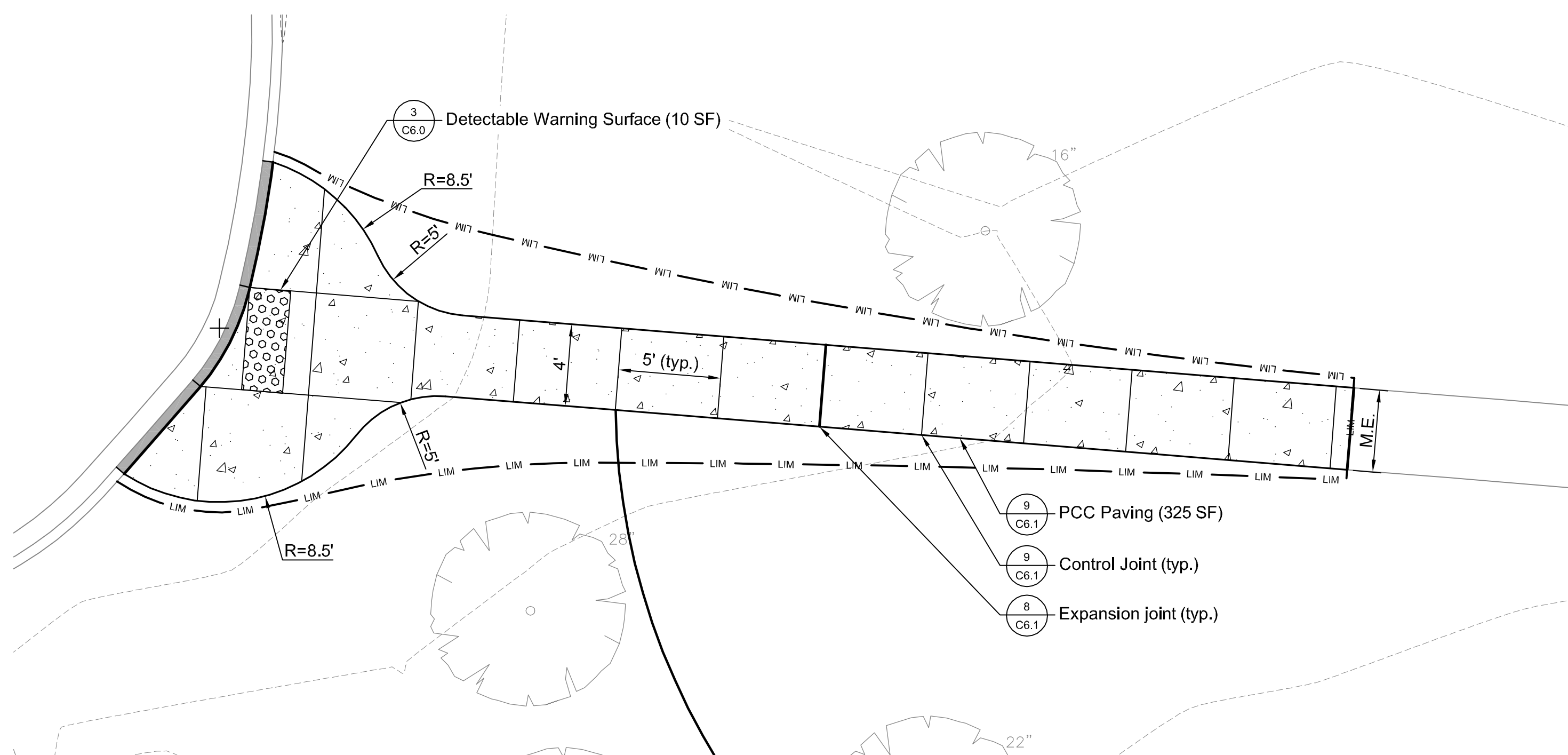
1 Circulation Node 1 - Enlargement



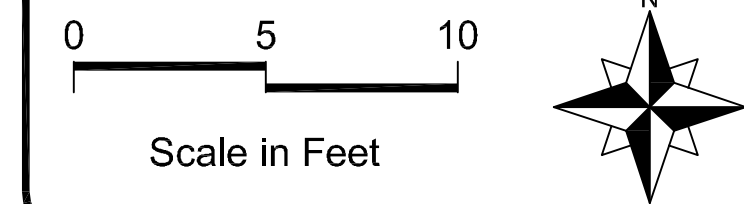
3 Circulation Node 4 - Enlargement



2 Circulation Node 2 - Enlargement



4 Circulation Node 5 - Enlargement



LEGEND	
— WL — WL — WL — WL — WL — WL —	Wetland Boundary (Surveyed)
→ → → → →	Proposed Pipe Drain
— LIM — LIM — LIM — LIM — LIM — LIM —	Limits of Construction
△	Site Benchmark
△	Control Point
⊙	Existing Storm Manhole
⊕	Existing Inlet
⊕	Existing Fire Hydrant
⊕	Existing Valve Box
⊕	Existing Telephone Pedestal
□	Proposed Inlet
⊙	Existing Tree

No.	Revision/Issue	Date

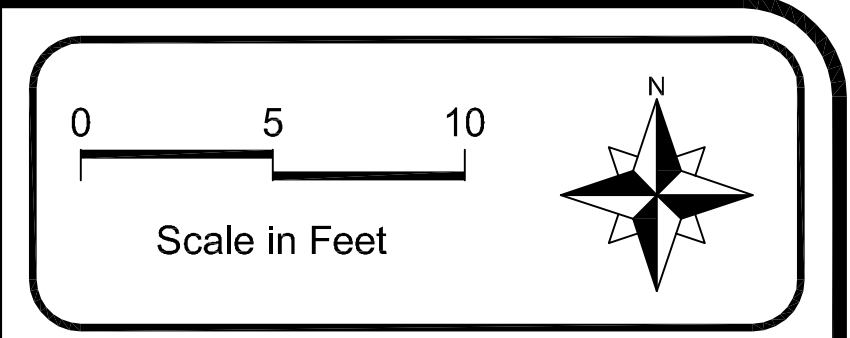
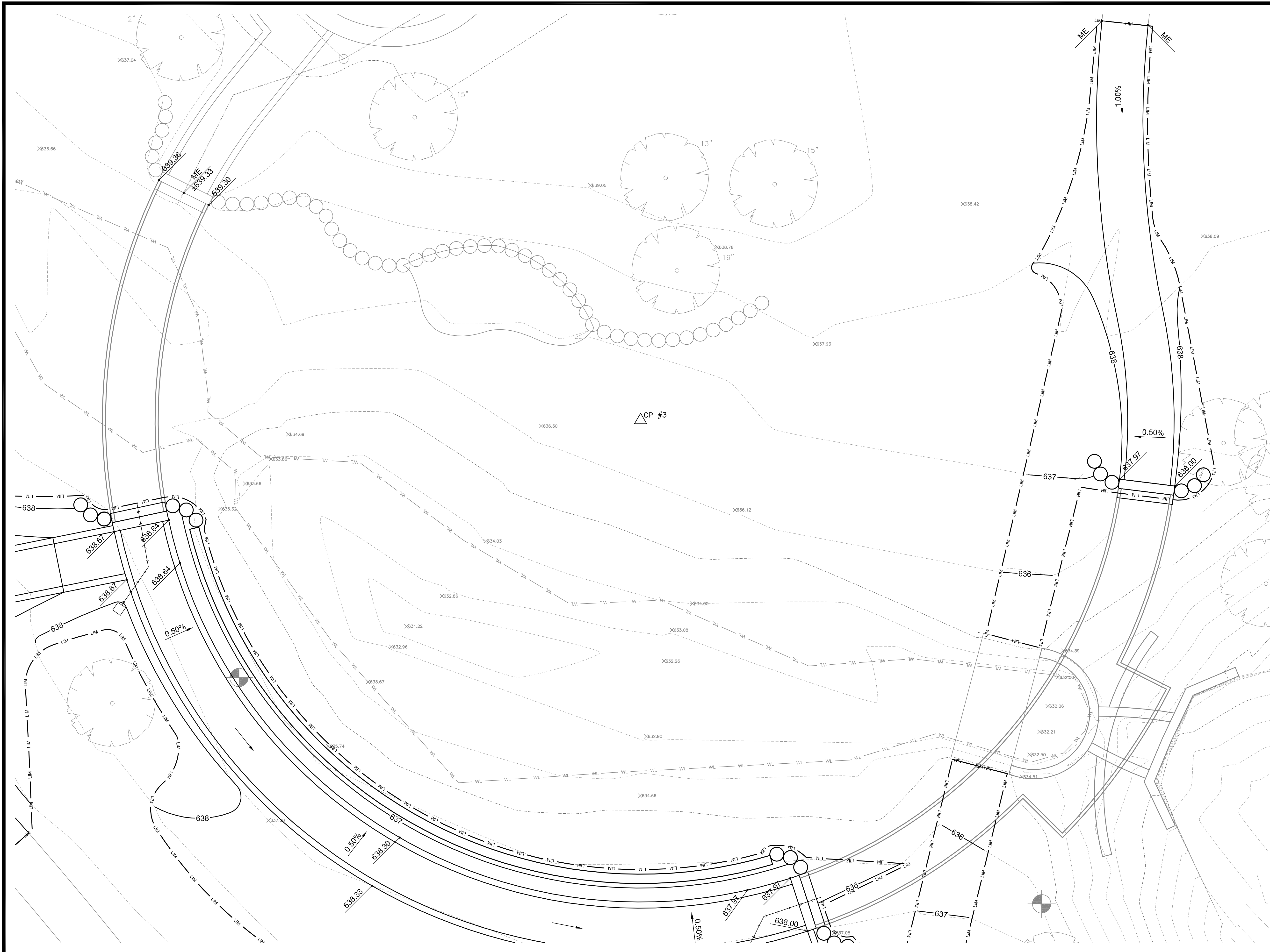
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Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Layout & Materials Plan
 (Circulation Nodes)

PROJECT NO:	16-0247	DRAWING NO:	C3.2
DESIGNED BY:	KGK		
DRAWN BY:	KGK		
CHECKED BY:	TLP		
APPROVED BY:	TLP	SHEET NO:	
ISSUE DATE:	9/15/2016	7 OF 13	

For Bidding



LEGEND		
Existing 1 FT Topography (Surveyed)		
Existing 1 FT Topography (Lake Co.)		
Proposed Contours		
Wetland Boundary (Surveyed)		
Existing Water Main		
Existing Underground Electric Line		
Existing Underground Telephone Line		
Proposed Pipe Drain		
Limits of Construction		
	Site Benchmark	
	Control Point	
	Existing Storm Manhole	
	Existing Inlet	
	Existing Fire Hydrant	
	Existing Valve Box	
	Existing Telephone Pedestal	
	Proposed Inlet	
	Existing Tree	
	Proposed Spot Elevation	
	Direction of Overland Flow	
No.	Revision/Issue	Date

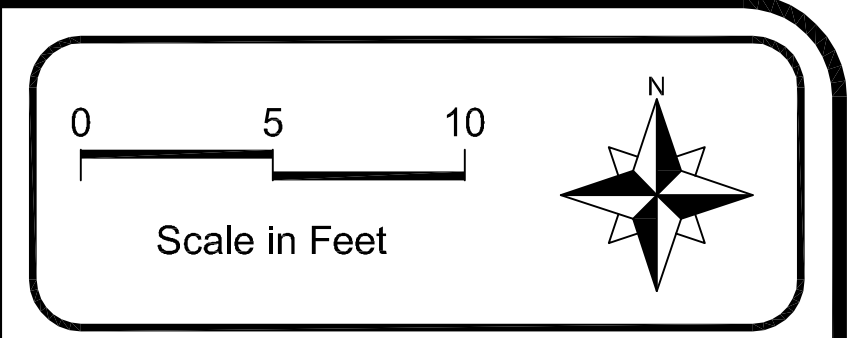
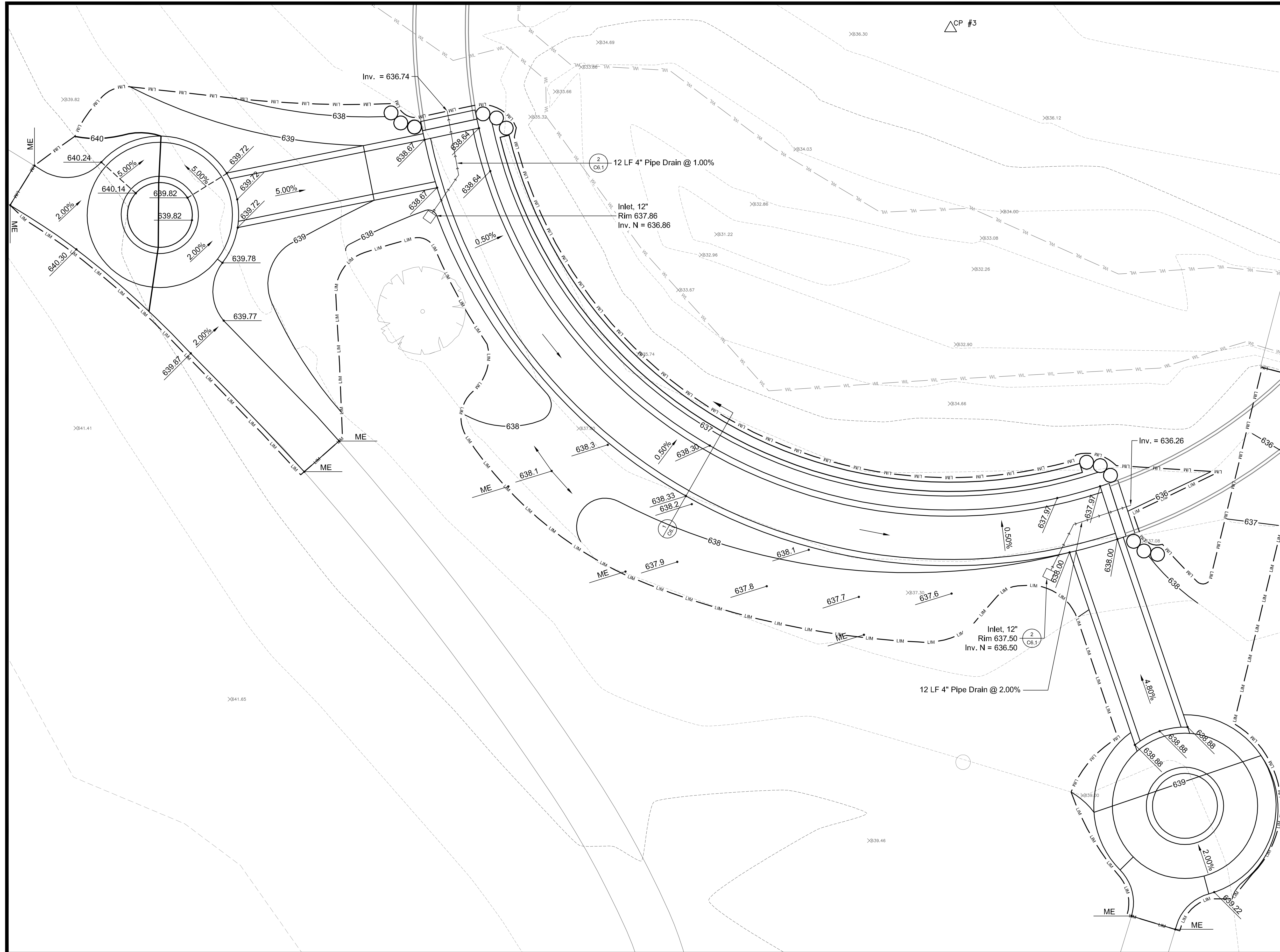
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Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Grading & Drainage Plan
 (Main Trail - North)

PROJECT NO:	16-0247	DRAWING NO:	
DESIGNED BY:	KGK	C4.0	
DRAWN BY:	KGK		
CHECKED BY:	TLP	SHEET NO:	
APPROVED BY:	TLP	ISSUE DATE:	9/15/2016
			8 OF 13

For Bidding



LEGEND

- Existing 1 FT Topography (Surveyed)
- Existing 1 FT Topography (Lake Co.)
- Proposed Contours
- Wetland Boundary (Surveyed)
- Existing Water Main
- Existing Underground Electric Line
- Existing Underground Telephone Line
- Proposed Pipe Drain
- Limits of Construction
- Site Benchmark
- Control Point
- Existing Storm Manhole
- Existing Inlet
- Existing Fire Hydrant
- Existing Valve Box
- Existing Telephone Pedestal
- Proposed Inlet
- Existing Tree
- Proposed Spot Elevation
- Direction of Overland Flow

No.	Revision/Issue	Date

Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
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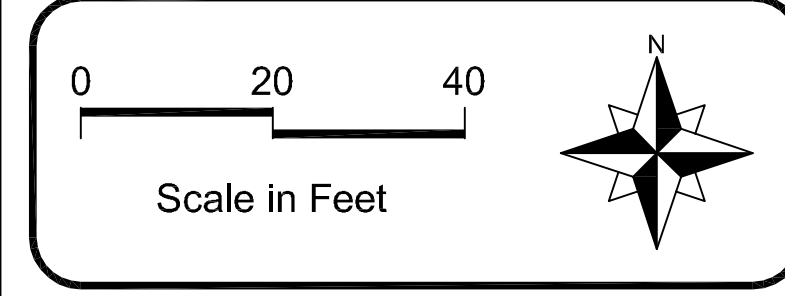
Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Grading & Drainage Plan
 (Main Trail - South)

PROJECT NO: 16-0247	DRAWING NO:
DESIGNED BY: KGK	C4.1
DRAWN BY: KGK	
CHECKED BY: TLP	SHEET NO:
APPROVED BY: TLP	9 OF 13
ISSUE DATE: 9/15/2016	

For Bidding

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LEGEND

Limits of Construction
LIM — LIM — LIM — LIM

Existing Tree

Seeding - by Owner

Sod - by Owner

NOTE:

Turfgrass to be established within any disturbed areas outside of designated seeding or planting zones.

No.	Revision/Issue	Date

Hey and Associates, Inc.
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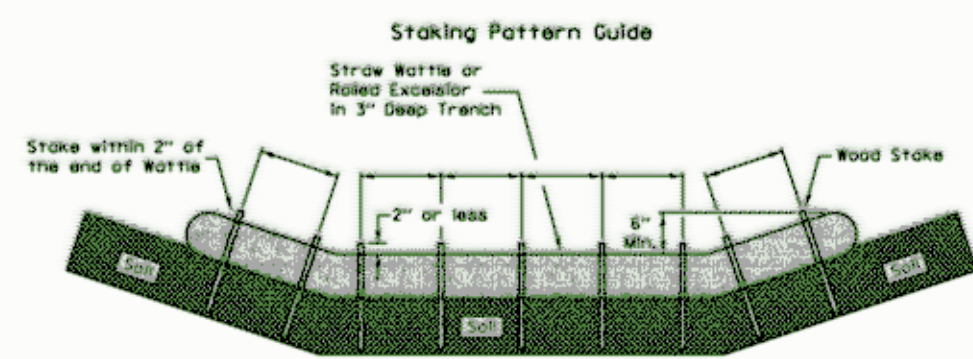
Waukegan Park District
 Bowen Park - Hofflander Trail
 & Circulation Improvements

Restoration & Planting Plan

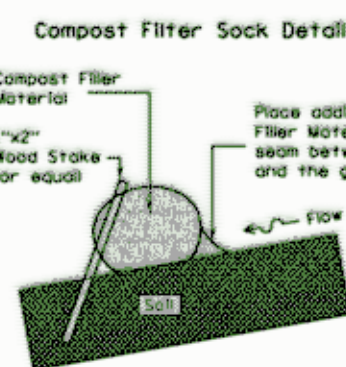
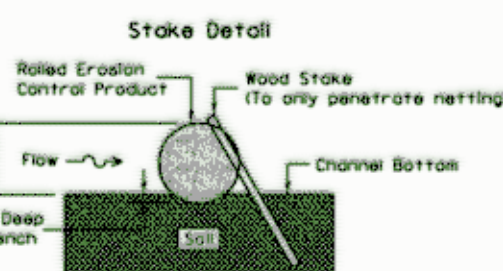
PROJECT NO: 16-0247	DRAWING NO:
DESIGNED BY: KGK	C5.0
DRAWN BY: KGK	
CHECKED BY: TLP	SHEET NO:
APPROVED BY: TLP	11 OF 13
ISSUE DATE: 9/15/2016	

For Bidding

ROLLED EROSION CONTROL PRODUCTS



- NOTES**
1. Overlap minimum is the diameter of the roll.
 2. 4' spacing for wattles.
 3. 2' spacing for rolled excelsior.
 4. Or space according to manufacturer's specifications.



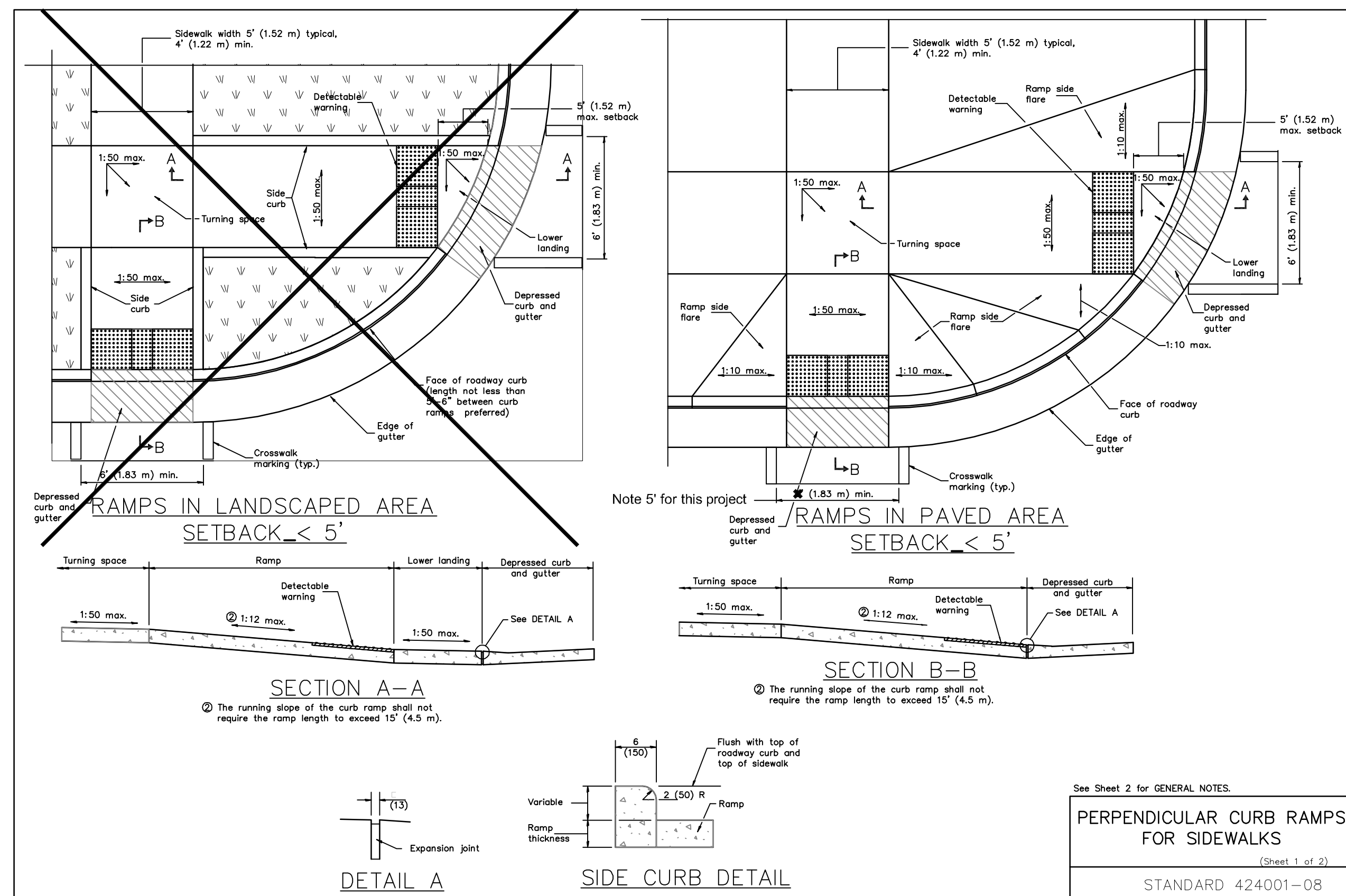
When compost filter sock ditch check is used, place a compost berm upstream of the filter sock (see IUM 805). A trench is not required.

- NOTES**
1. Drawings are not to scale.
 2. Ends of wattles or rolled excelsior shall be turned at least 6" upslope.
 3. Recommended stakes are 1 1/8" wide x 1 1/8" thick x 30" long.
 4. Stakes shall not extend above the stake wattle more than 2".
 5. Spacing: The top of the upstream ditch check shall create a horizontal line with the top of the downstream ditch check.
 6. When compost filter sock ditch check is used, place a compost berm upstream of the filter sock (see IUM 805). A trench is not required.

REFERENCE	STANDARD Dwg. NO.
Project	IUM-514
Designed	DATE
Checked	SHEET 1 OF 1
Approved	DATE 8-19-11

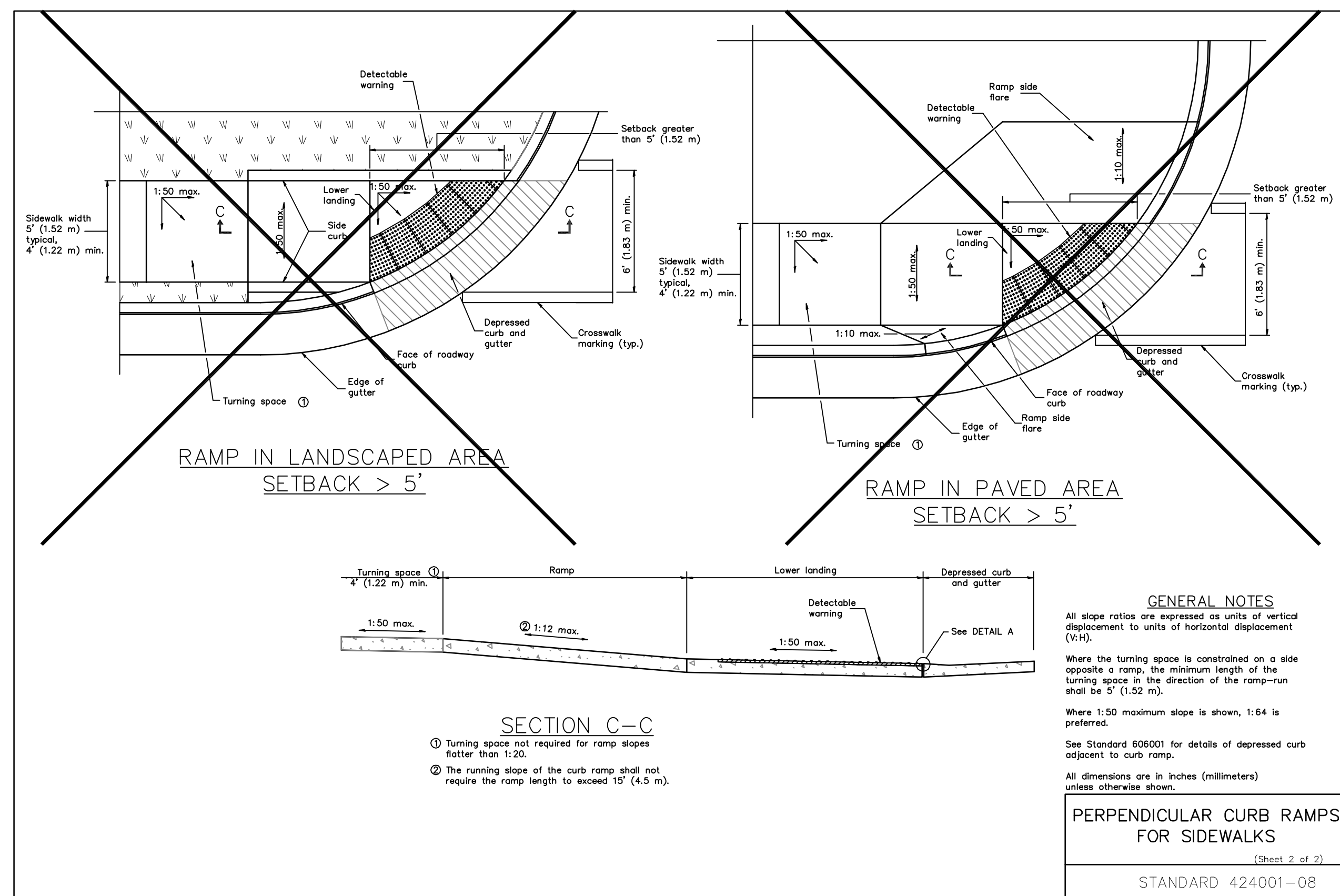
Perimeter Erosion Barrier Detail (Not to Scale)

1



See Sheet 2 for GENERAL NOTES.
PERPENDICULAR CURB RAMPS FOR SIDEWALKS
(Sheet 1 of 2)
STANDARD 424001-08

DETAIL A SIDE CURB DETAIL

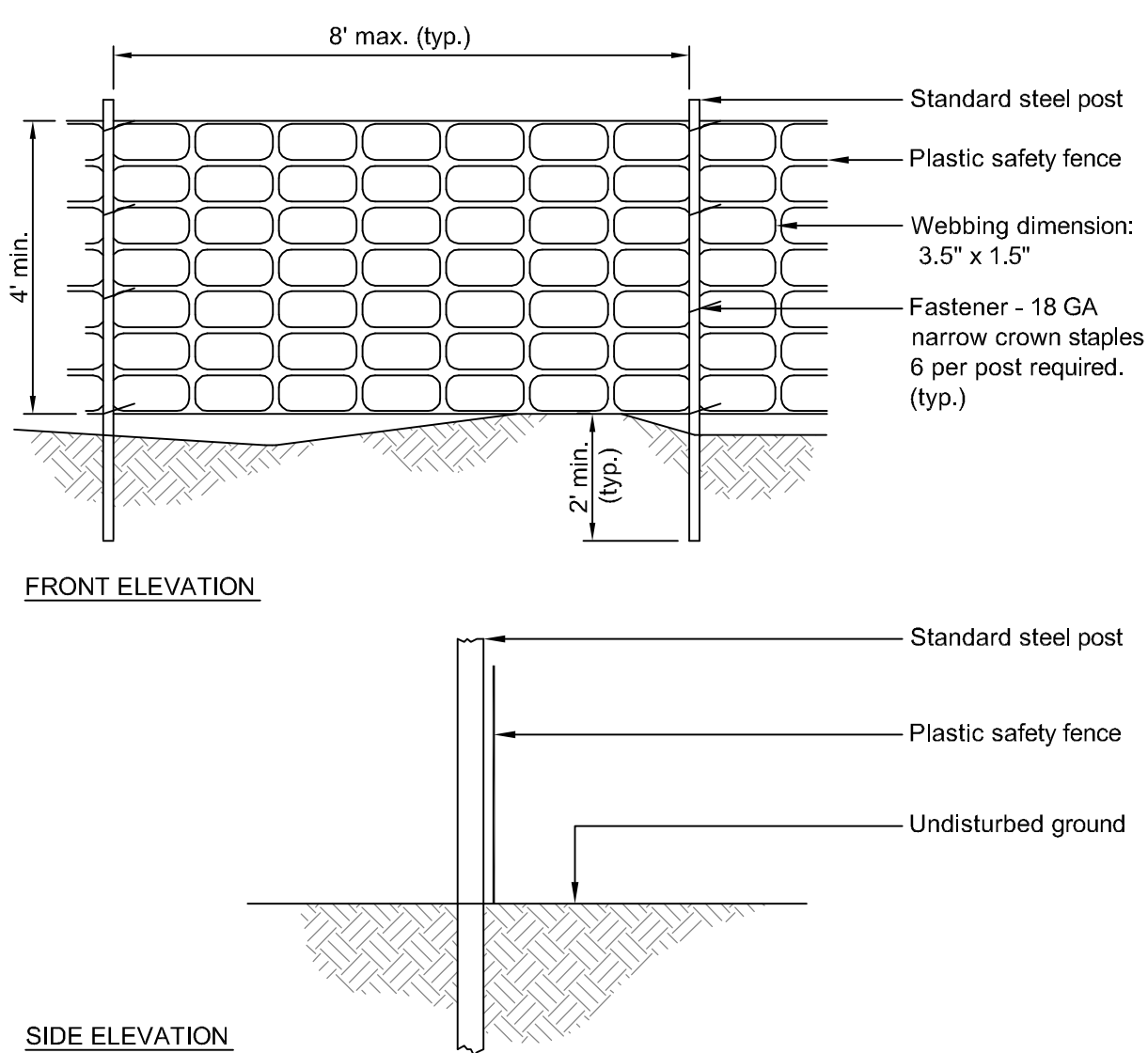


See Standard 606001 for details of depressed curb adjacent to curb ramp.
PERPENDICULAR CURB RAMPS FOR SIDEWALKS
(Sheet 2 of 2)
STANDARD 424001-08

SECTION C-C

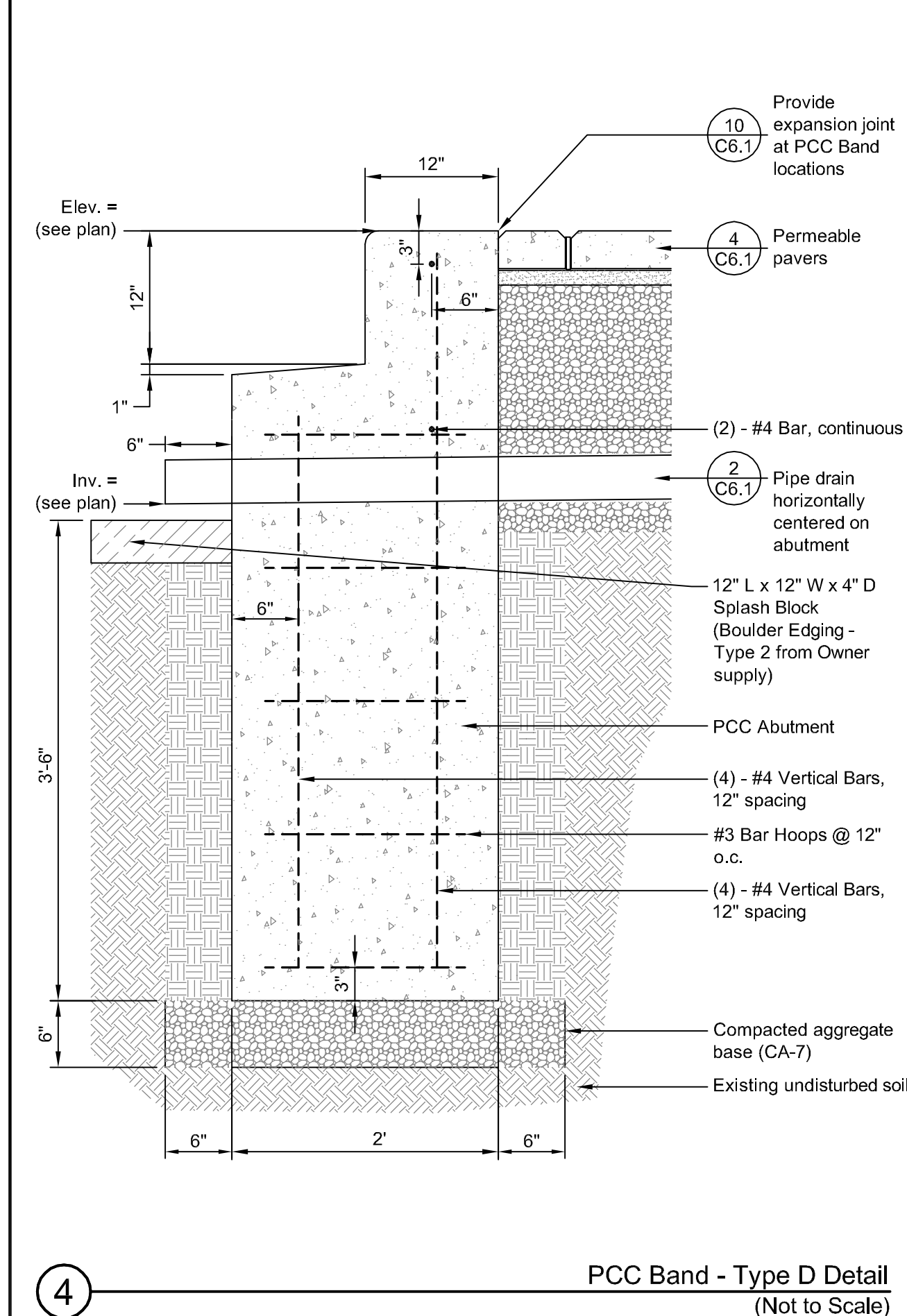
- ① Turning space not required for ramp slopes flatter than 1:20.
② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

GENERAL NOTES
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).
Where 1:50 maximum slope is shown, 1:64 is preferred.
See Standard 606001 for details of depressed curb adjacent to curb ramp.
All dimensions are in inches (millimeters) unless otherwise shown.



Construction Fence Installation Detail (Not to Scale)

2



PCC Band - Type D Detail (Not to Scale)

4



Silt Fence Installation Detail (Not to Scale)

5

Scale bar measures 1" at full scale



LEGEND

No.	Revision/Issue	Date
-----	----------------	------

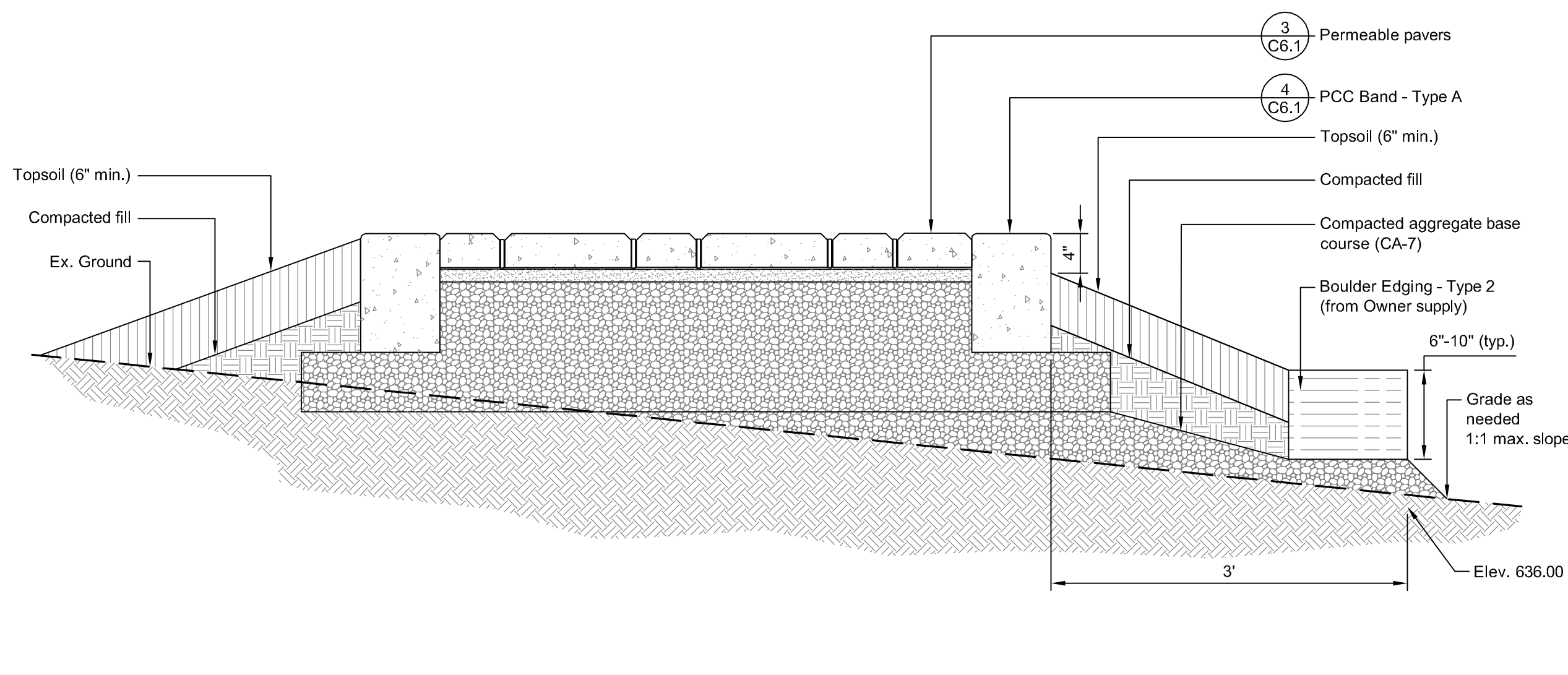
Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
26575 WEST COMMERCE DRIVE, SUITE 601
VOLO, ILLINOIS 60073
OFFICE (847) 740-0888
FAX (847) 740-2888
VOLO@HEYASSOC.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184.002429

Waukegan Park District
Bowen Park - Hofflander Trail & Circulation Improvements

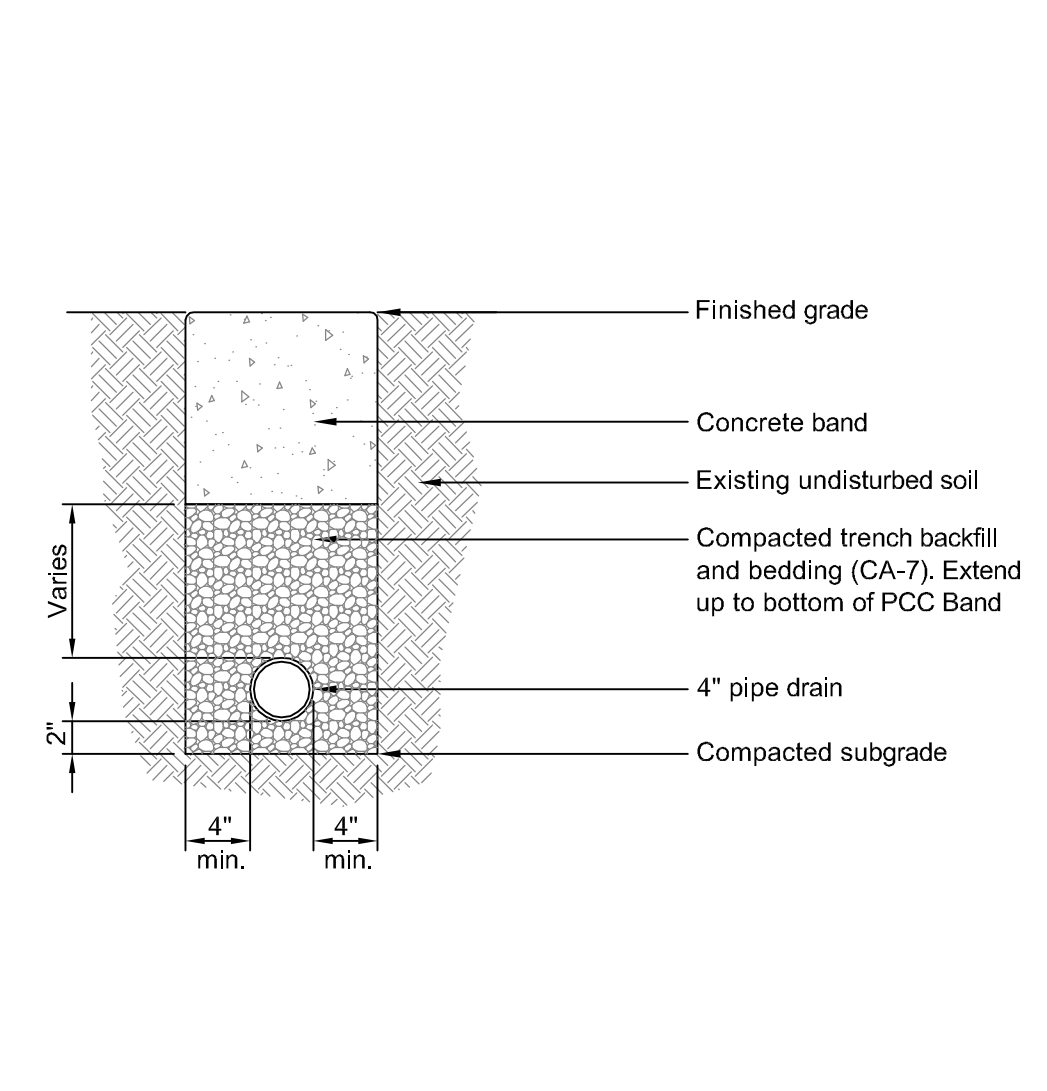
Details

PROJECT NO:	16-0247	DRAWING NO:	C6.0
DESIGNED BY:	KGK	CHECKED BY:	TLP
DRAWN BY:	KGK	APPROVED BY:	TLP
ISSUE DATE:	9/15/2016	SHEET NO:	12 OF 13

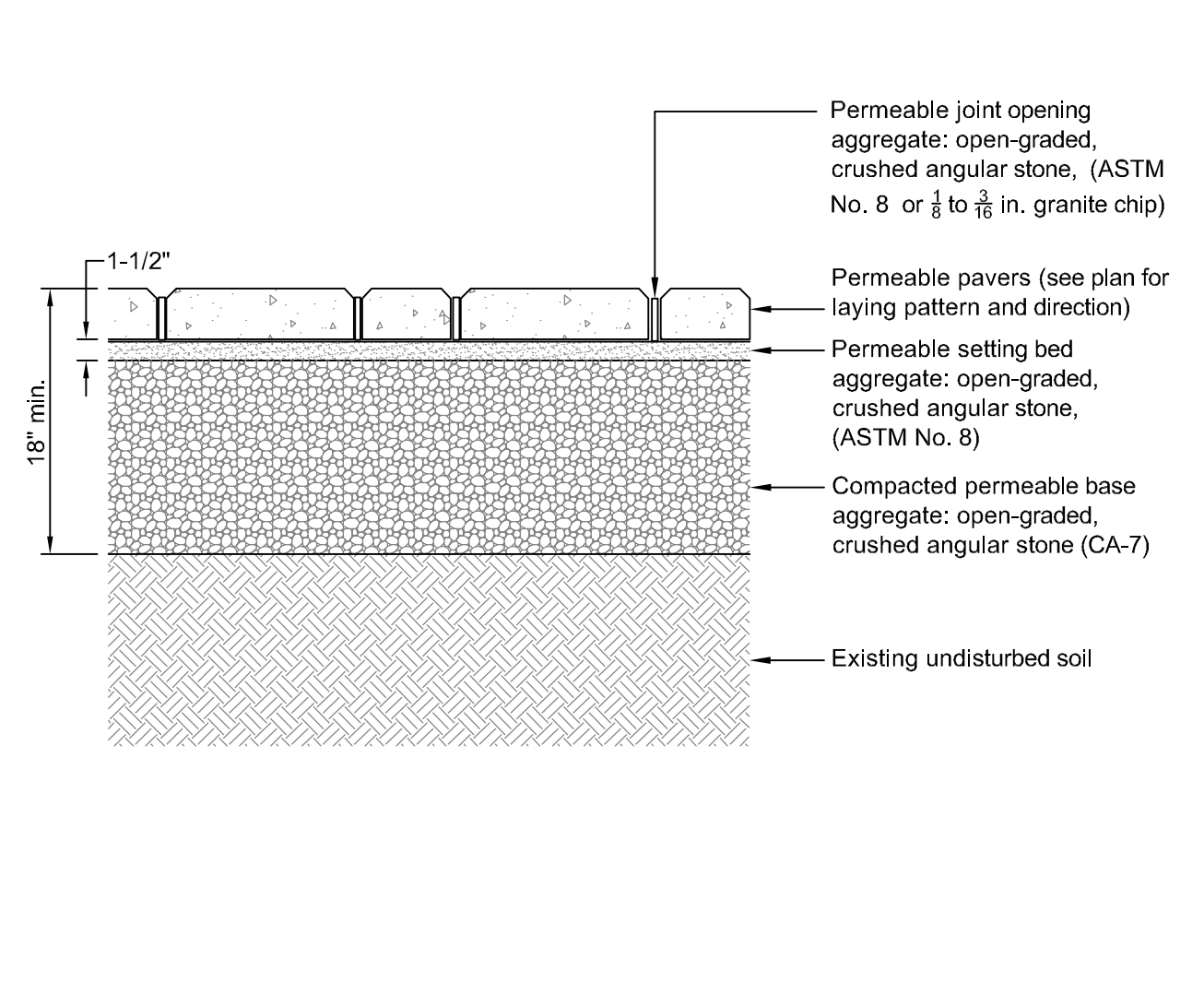
For Bidding



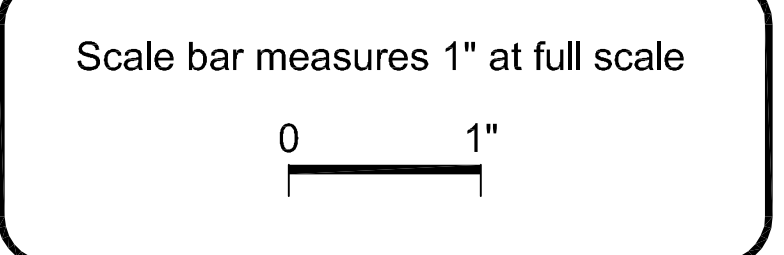
1 Boulder Edging - Type 2 Detail
(Not to Scale)



2 Pipe Drain Under Concrete Detail
(Not to Scale)

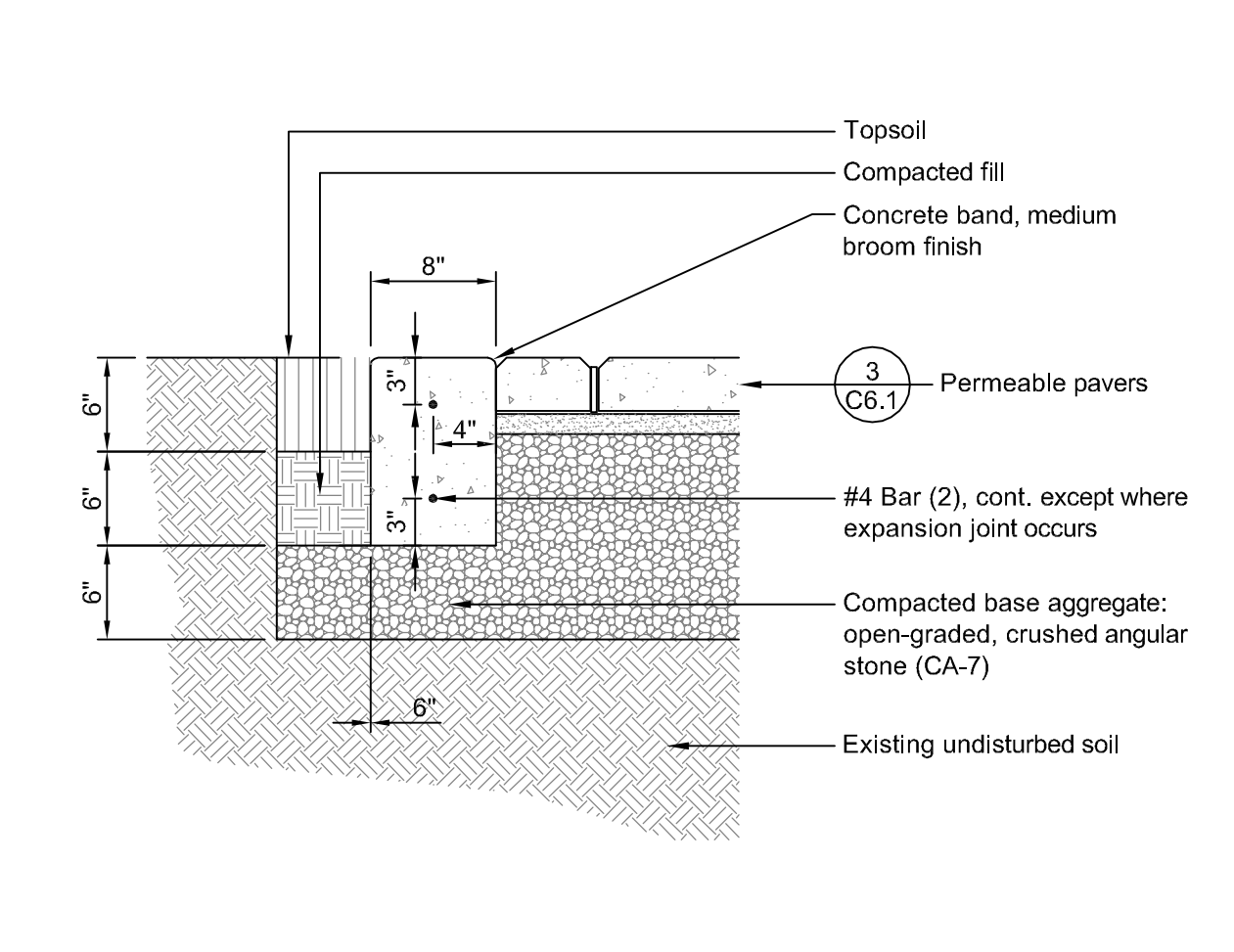


3 Permeable Pavers Detail
(Not to Scale)

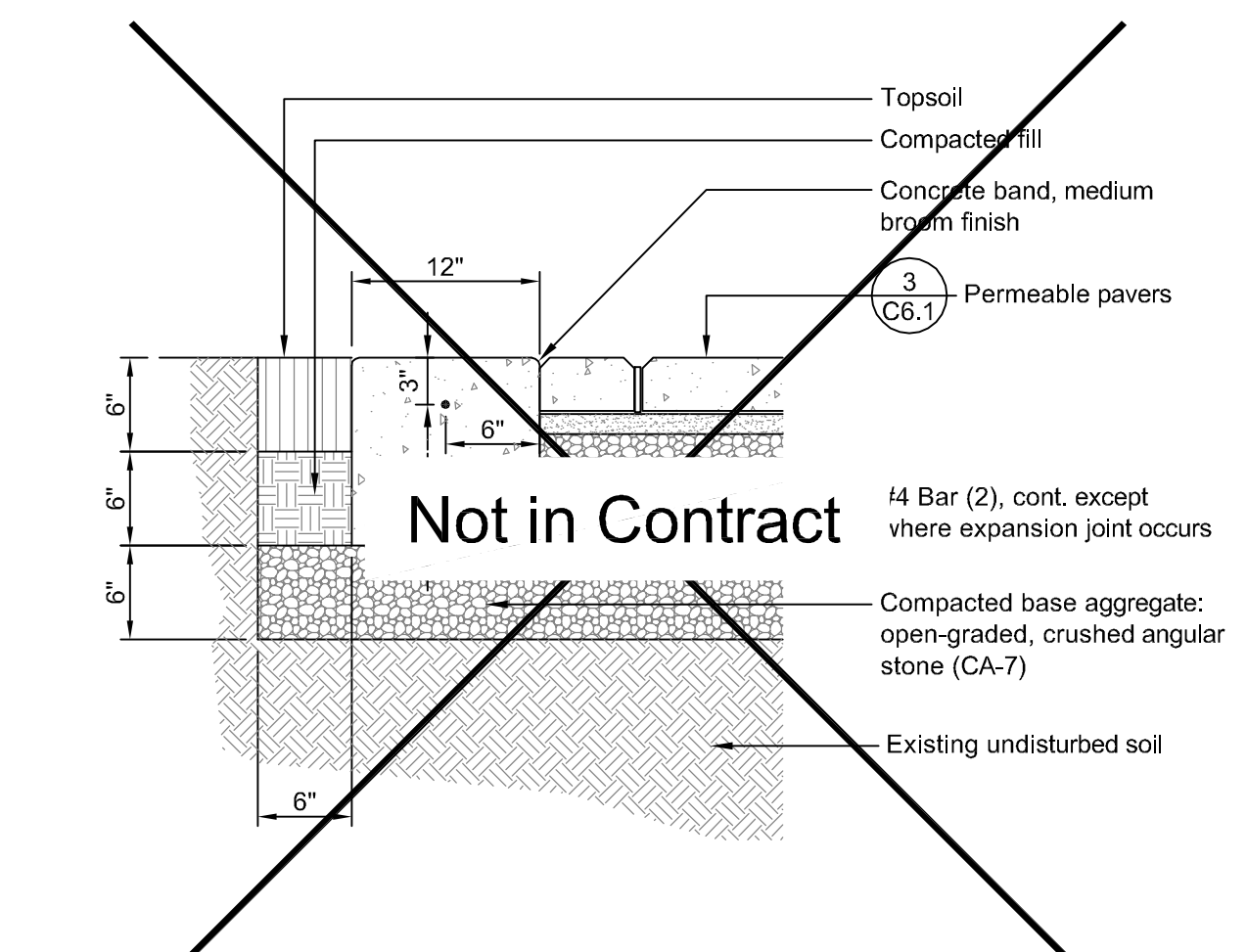


LEGEND

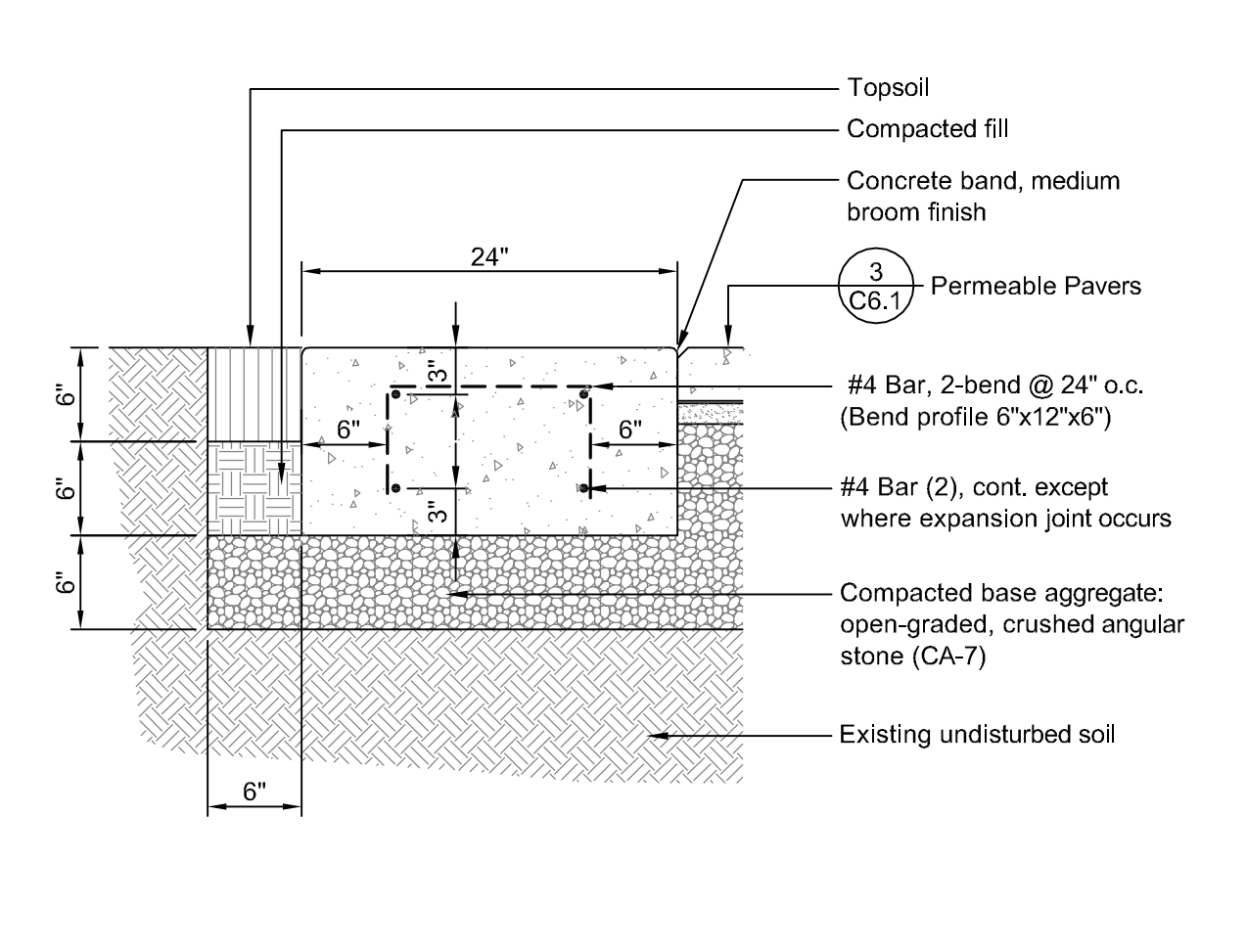
No.	Revision/Issue	Date



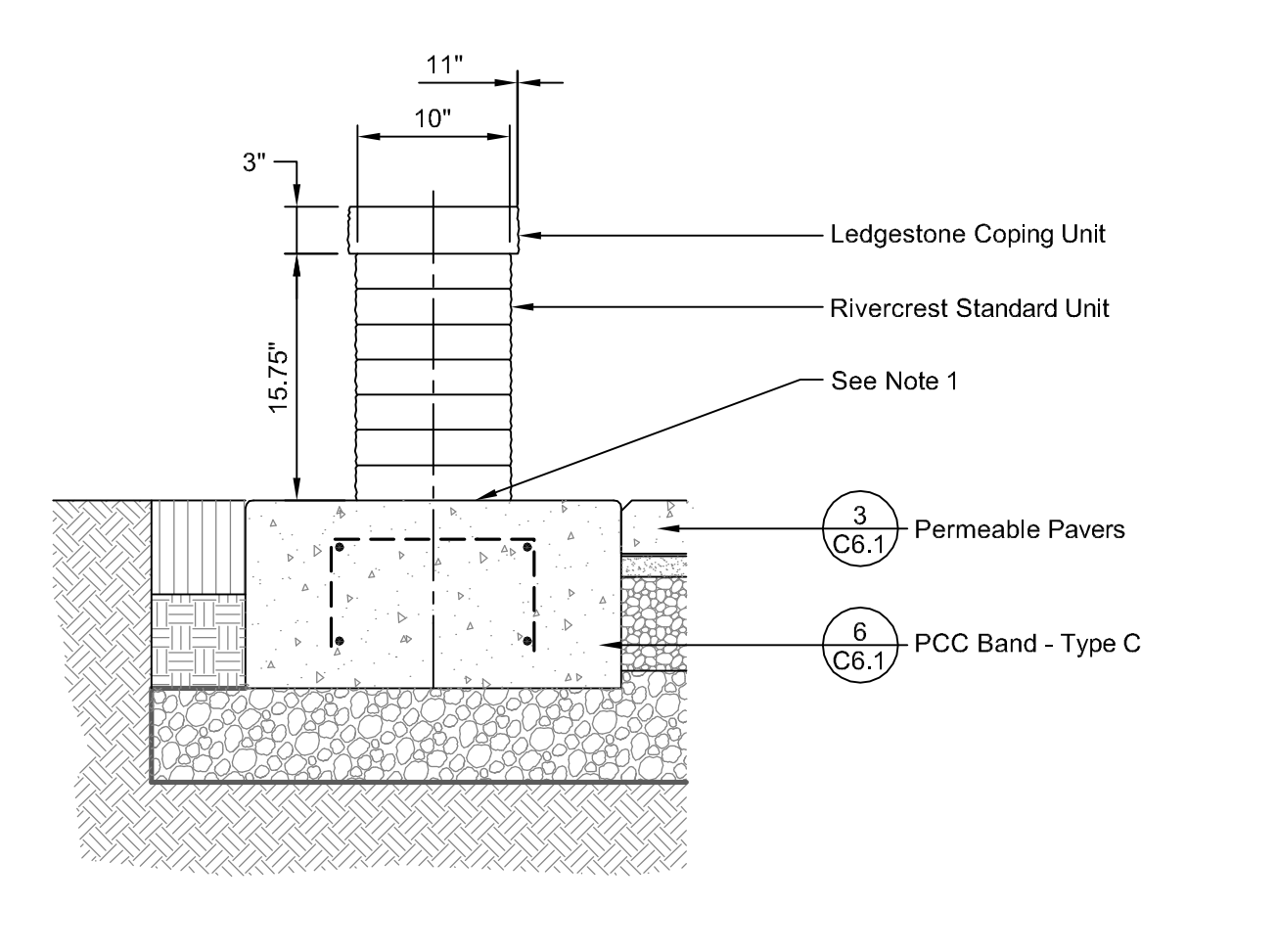
4 PCC Band - Type A Detail
(Not to Scale)



5 PCC Band - Type B Detail
(Not to Scale)



6 PCC Band - Type C Detail
(Not to Scale)

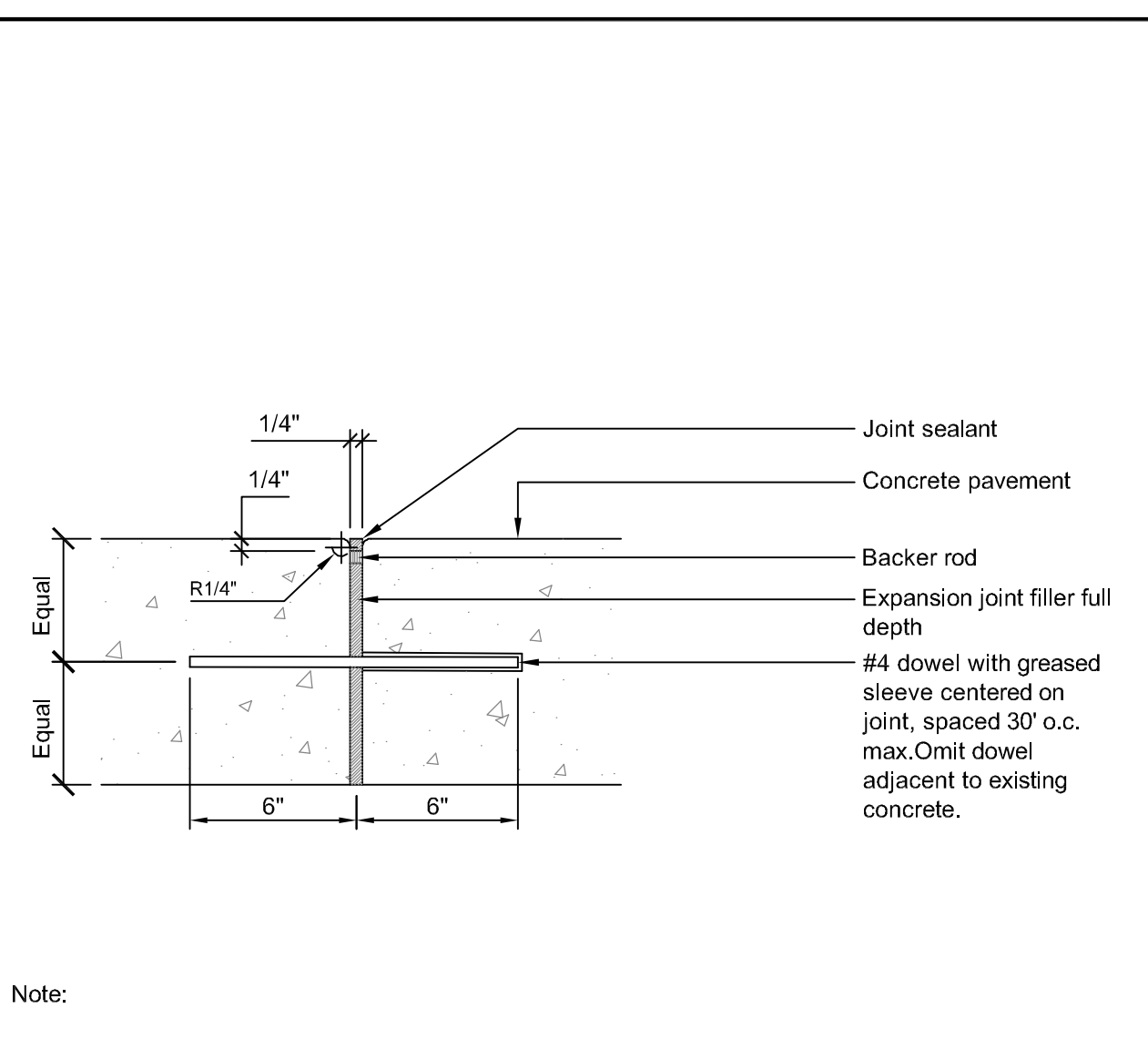


7 Seat Wall Detail
(Not to Scale)

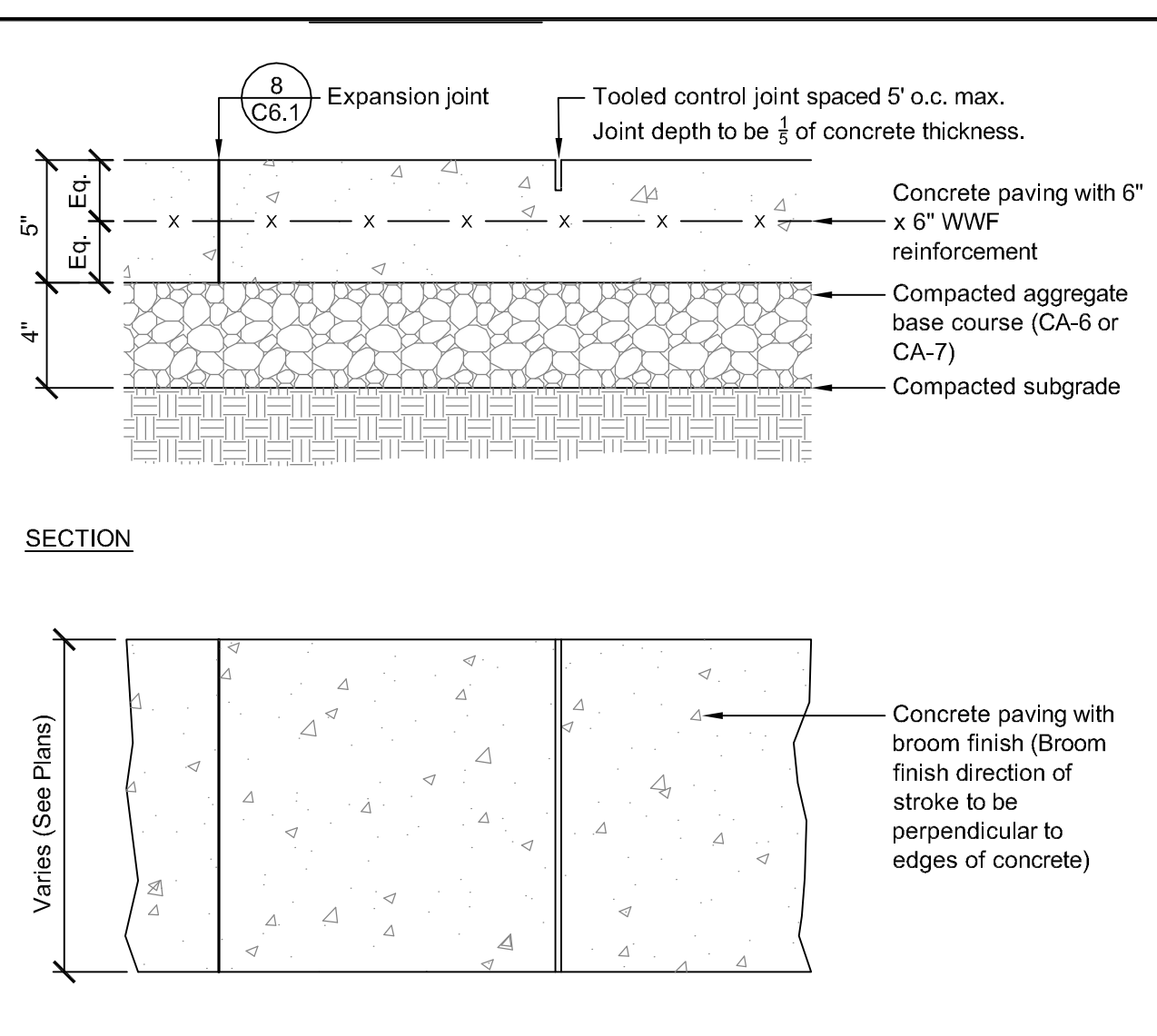
Hey and Associates, Inc.
 Engineering, Ecology and Landscape Architecture
 26575 WEST COMMERCE DRIVE, SUITE 601
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 FAX (847) 740-2888
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 PROFESSIONAL DESIGN FIRM
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Waukegan Park District
Bowen Park - Hofflander Trail & Circulation Improvements

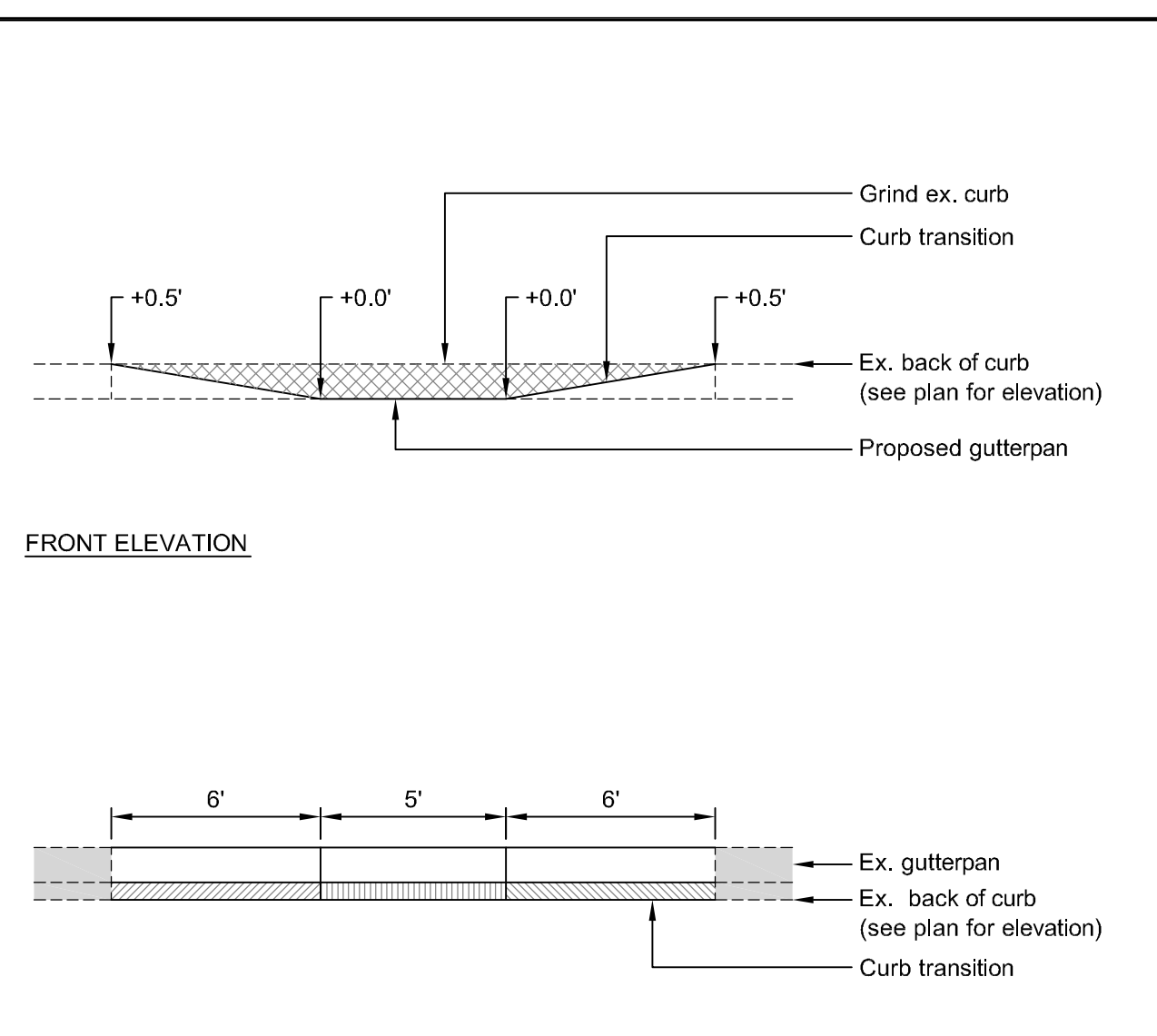
Details



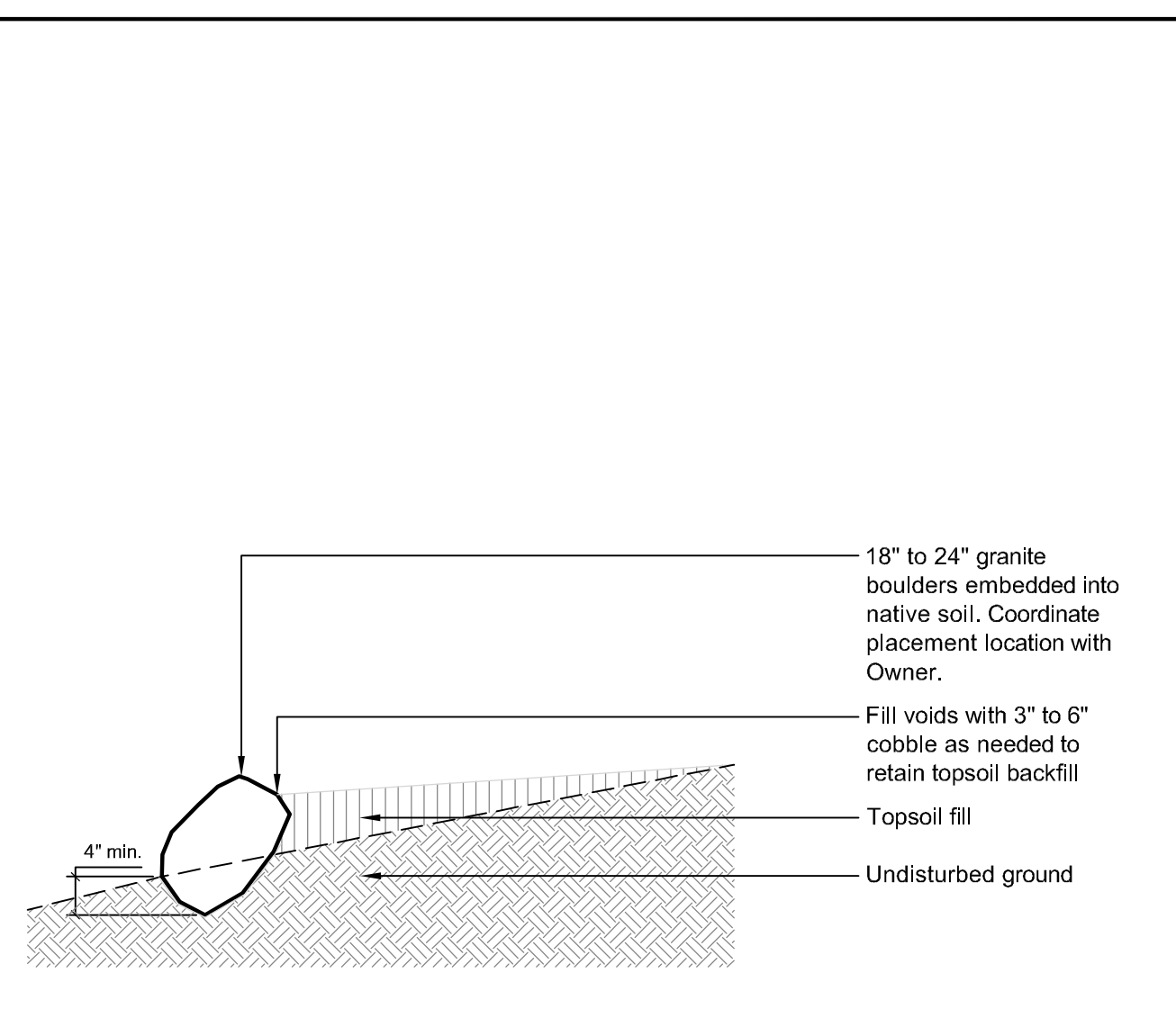
8 Expansion Joint Detail
(Not to Scale)



9 PCC Paving Detail
(Not to Scale)



10 Curb Cut Detail
(Not to Scale)



11 Boulder Edging - Type 1 Detail
(Not to Scale)

PROJECT NO:	16-0247	DRAWING NO:	C6.1
DESIGNED BY:	KGK	SHEET NO:	
DRAWN BY:	KGK	13 OF 13	
CHECKED BY:	TLP		
APPROVED BY:	TLP		
ISSUE DATE:	9/15/2016		

For Bidding

Exhibit B

Template AIA Agreement



AIA® Document A107™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the ___ day of _____ in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

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

Waukegan Park District
2000 Belvidere Street
Waukegan, IL 60085
Ctc: Tim Girmscheid
T: 847-360-4755

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

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

Bowen Park Hofflander Trail Improvement Project
1800 North Sheridan Road
Waukegan, IL 60087

The Project includes _____, and all other incidental and collateral work necessary to properly complete the Project as indicated in the Contract Documents.

The Architect/Engineer:
(Name, legal status, address and other information)

Hey & Associates, Inc.
26575 W. Commerce Drive, Suite 601
Volo, IL 60073
Ctc: Kevin Kleinjan
T: 847-740-0888

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE & BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMENCEMENT, SUBSTANTIAL COMPLETION AND FINAL COMPLETION

§ 2.1 The date of commencement shall be the date established in a Notice to Proceed issued by the Owner; however, the Contractor shall not commence performance of the Work until it has provided to Owner required performance and labor and material bonds and evidence of required insurance as provided in the Contract Documents. Delay in the commencement of the Work due to the Contractor's failure to provide these documents in a timely manner shall not change the date of commencement for purposes of measurement of the Contract Time and shall not be the basis for an extension of the dates of Substantial Completion or Final Completion.

Init.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
(Paragraphs deleted)

_____, 2016 and shall achieve Final Completion of the entire Work not later than _____, 2016, subject to adjustments of this Contract Time, authorized by Change Order, as provided in the Contract Documents, The Owner and Contactor agree that the amount of time given to the Contractor under the Contract to achieve Final Completion is a reasonable amount of time considering the requirements of the Contract Documents.

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

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be _____ and ___/100 Dollars (\$___), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

(Paragraphs deleted)

§ 3.2.4 Adjustments to the Contract Sum: Adjustments to the contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Owner and provided in Contractor's Submitted Bid Proposal, shall be made in accordance with the Supplementary Conditions.

When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 3.2.5 Overtime, if and when specifically authorized in advance in writing by the Owner shall be paid by the Owner on the basis of premium payment if any, plus the cost of insurance and taxes based on the premium payment period. No overhead or profit may be charged for overtime. The Contractor shall not be entitled to any payment for overtime necessitated by the failure of the Contractor to perform the Work in accordance with the Contract Documents including without limitation to the Contractor's failure to prosecute the Work diligently and on an uninterrupted basis and with a sufficient work force so as to achieve completion of the Work within the time and in the manner contemplated by the Contract Documents or otherwise due to the fault of the Contractor. In such instances if the Owner requires the Contractor to perform Work on an overtime basis, all costs for and associates with such overtime shall be borne by the Contractor.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment properly completed and accompanied by all supporting documentation and other submittals required by the Contract Documents, submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, and agreed to by the Owner and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Upon completion of 50% of the Work, Contractor may submit an Application for Payment for the work properly performed and approved by Owner. The remaining balance of the Contract Sum shall be paid upon Owner's final acceptance of the Work pursuant to Section 4.2 of this Agreement.

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

§ 4.1.3 Provided that an Application for Payment, which is in proper form and accompanied by required supporting documents and submittals, in form and substance as required by the Contract Documents is received by the Architect not later than the tenth (10th) day of a month, certified for payment by the Architect and not subsequently nullified by the Architect in accordance with the Contract Documents, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth (15th) day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment in proper form and accompanied by required supporting documents and submittals and certifies payment to the Owner. Contractor is solely responsible for any delays in payment due in whole or in part to Contractor's failure to submit its payment application timely, in proper form and accompanied by all supporting documents and submittals required under the Contract.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows: Ten Percent (10%) of the Contract Sum shall be retained until Final Completion.

§ 4.1.5 Payments due and unpaid under the

(Paragraphs deleted)

Contract, and any penalties associated with the same, shall be paid in accordance with the provisions of the Illinois Local Government Prompt Payment Act.

§ 4.2 FINAL PAYMENT

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

1. the Contractor has achieved Final Completion for the Contractor's responsibility to correct Work as provided in Sections 9.4 and 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
3. a final Certificate for Payment has been issued by the Architect.

§ 4.2.2 Subject to Section 4.2.1, the Owner's final payment to the Contractor shall be made no later than thirty (30) days after the issuance of the Architect's final Certificate for Payment and approval by the owner.

(Paragraphs deleted)

ARTICLE 5 INTENTIONALLY OMITTED

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as modified for this Project by Owner.

§ 6.1.2 The Supplementary, Special and other Conditions of the Contract are those included in the Project Manual dated July 29, 2016.

(Table deleted)

§ 6.1.3 The Specifications:

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

The Specifications are those included in the Project Manual dated July 29, 2016.

(Table deleted)

§ 6.1.4 The Drawings:

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

The Drawings are those included in the Project Manual dated July 29, 2016.

(Table deleted)

§ 6.1.5 The Addenda, if any:

Number	Date	Pages
--------	------	-------

(Paragraph deleted)

(Table deleted)

(Paragraph deleted)

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

(Paragraphs deleted)

1. **Other documents forming a part of the Contract Documents;**
(List here any additional documents that are intended to form part of the Contract Documents.)
 - a. Project Manual for the Bowen Park Hofflander Trail Improvement Project, dated _____, 2016, a copy of which is attached and incorporated in this Agreement as **Exhibit A**.
 - b. Contractor's Compliance and Certification, a copy of which is attached to and incorporated in this Agreement as **Exhibit B**.
 - c. Insurance Requirements and certificate attached to and incorporated in this Agreement as **Exhibit C**.

- d. Performance Bond and Labor Material Payment Bond, copies of which are attached to and incorporated in this Agreement as **Exhibits D-1 and D-2**.
- e. Contractor's Proposal, dated _____, 2016, a copy of which is attached to and incorporated in this Agreement as **Exhibit E**.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions and Requirements of the of the Contract as included in the Project Manual), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Construction Change Directive. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor whether as specifically indicated or reasonably inferable from what is indicated in order to produce a first class work product. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 THE WORK

The term "Work" means the construction and services indicated by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 7.5.1 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' or the Owner's reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.5.3 The Owner is the owner of the Contract Documents. The Contractor may retain one record set for use with this Project only. All copies of the Contract Documents except the Contractor's record set, shall be returned or suitably accounted for to the Owner on request upon completion of the Work.

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

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User Notes:

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 8.1.1 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.2 Subject to the Contractor's duties and obligations under the Contract Documents in general and 9.1.1 of this Agreement in particular, the Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Owner. The Contractor shall in all instances but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.3 Except for permits and fees that are stated to be the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for other necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, material or equipment so as to be able to complete the Work within the Contract Time, or fails to pay subcontractors or material suppliers timely or to remove and discharge within ten days any lien filed upon the Owner's property or funds by anyone claiming by, through or under the Contractor, or disregards the instructions of the Architect or Owner when based on the requirements of the Contract Documents, or otherwise fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a duty under or comply with a provision of the Contract Documents and fails within a five (5)-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, or fails within such five (5)-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Section 8.2 thereof, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the actual cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

§ 8.4 The rights and remedies of Owner stated in this Article 8 shall be in addition to and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 By its execution of the Contract, the Contractor acknowledges, agrees, represents, and warrants that: (a) the Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Substantial and Final Completion established in the Contract; (b) the omission from the Contract Documents of minor details which ordinarily form a part of first class work and are necessary to the completion of the Work as indicated, shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed; (c) the Contractor has visited and examined the Project site and surrounding areas, examined all physical, legal and other conditions affecting the Work and correlated its personal observations with the requirements of the Contract Documents, and understands, is familiar with, and satisfied itself as to the same, including, without limitation: (i) the nature, location, and character of the Project and the site, including, without limitation surface conditions of the site and subsurface conditions observable or ascertainable upon the exercise of reasonable diligence including all structures and obstructions thereon and thereunder, both natural and manmade and all surface and subsurface water

conditions of the site and the surrounding area; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its generally prevailing climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; (iii) the availability, quality, quantity and cost of all labor, materials, supplies, tools, equipment and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents.

By its execution of the Contract, the Contractor acknowledges, agrees, represents and warrants that it has carefully examined the Drawings, Specifications and other Contract Documents and having visited the Project site it has no actual knowledge of any discrepancies, omissions, ambiguities, or conflicts in or between the Contract Documents except those, if any, which have been clarified by Architect by Addenda to the Contractor's satisfaction, and that if it becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it has an obligation to and will immediately notify Owner and Architect of such fact, and will not proceed until it shall have received the written interpretation of Owner or Architect. If any such differences or conflicts which were ascertainable by careful review of the documents were not called to the Owner's and Architect's attention prior to submission by the Contractor of its bid proposal, the Architect shall decide which of the conflicting requirements will govern based upon the most stringent or highest quality of the requirements and, subject to the approval of the Owner, the Contractor shall perform the Work at no additional cost and/or time to the Owner in accordance with the Architect's decision.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall evaluate any conditions at the site affecting it. The Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor with considerable experience in the type of work being performed for this Project and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, if imputation of such knowledge would be reasonable for a contractor with experience in the type of Work being performed for this Project, the Contractor shall carefully review and promptly report to the Architect any nonconformity discovered by or made known to the Contractor.

(Paragraph deleted)

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention under the full-time supervision of an approved site superintendent or foreman capable of communicating clearly with the Architect and Owner in the English language. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.2.3 The Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions and that they provide materials on time. The Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. The Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations, and routing cannot be made as indicated, the Contractor shall meet with all others involved, before installation, to plan the most effective and efficient method of overall installation.

§ 9.3 LABOR AND MATERIALS

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subcontractors and other persons carrying out the Work. The Contractor shall not employ or permit employment of, or contract with unfit persons or persons not skilled and experienced in tasks assigned to them.

§ 9.3.3 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its reasonable best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance. The Contractor shall comply with all requirements of OSHA and shall indemnify and hold harmless the Owner against and from any claims, losses, damages or expenses it may incur as a result of the failure of the Contractor or any of its Subcontractors to comply with OSHA requirements.

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

§ 9.3.5 The Contractor may make a substitution equivalent to or superior to the specified materials only with the consent of the Owner, after evaluation by the Architect and approval by the Owner and in accordance with a Modification.

§ 9.3.6 The Contractor shall carefully inspect all materials delivered on and to the Project site and reject defective materials without waiting for the Architect or Owner to observe the materials.

§ 9.3.7 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' or suppliers' instructions.

§ 9.3.8 Before ordering any material or doing any Work, the Contractor shall verify all measurements at the Project Site and Contractor shall be responsible for the correctness of same. No extra charge or compensation will be allowed to the Contractor on account of any difference between actual dimensions and the measurements shown by the Project Drawings.

§ 9.3.9 If any person employed by the Contractor on the Work shall appear to the Owner to be incompetent or conduct himself in a disorderly or improper manner, such person or persons shall be removed from the Work immediately on the request of the Owner. Said removal shall not create any additional cost to Owner and shall not extend the time for completion of the Work.

§ 9.4 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or specifically specify otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from faults and defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse of persons other than the Contractor or a Subcontractor, alterations to the Work not executed by the Contractor or a Subcontractor, improper or insufficient maintenance or improper operation. This warranty shall not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure in writing including a supportable and verifiable basis as to why and how the warranty will be affected or cannot be provided for the specified product or procedure and advising the Architect and Owner of possible substitute products or procedures which will not affect the warrant. This warranty shall not be restricted by the limitations of any manufacturer's or supplier's warranty. Inability, failure or refusal of the Subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty.

If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials being furnished.

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 Owner and delivered to the Owner 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, or in any Certificate of Substantial or Partial Completion approved by the Owner and Contractor and/or Subcontractor, as applicable, all warranties shall become effective on the date of Final Completion of the entire Work unless otherwise provided in any Certificate of Partial or Substantial Completion approved by the Owner and the Contractor or Subcontractor, as applicable, but only with respect to warranties for that specific portion of the Work, and shall run for a twelve (12) month period, unless a longer period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. The Contractor shall consult with the Owner prior to the submission of any application to the appropriate permitting agency or authority in order to afford Owner the opportunity to obtain a waiver or reduction of any fees or costs associated therewith.

Defective materials, equipment or workmanship occurring within the Warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents.

§ 9.5 The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Because the Owner is an Illinois unit of local government, the Illinois sales tax is not applicable to materials, equipment and supplies incorporated in the Work or wholly consumed in the performance of the Work. The Owner will provide its sales tax exemption number for use by Contractor in purchasing such materials, equipment and supplies for this Project.

§ 9.6 The Contractor shall comply with and give notices and permit inspections required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to or bearing on the performance of the Work or having jurisdiction over the Work. The Contractor shall promptly notify the Architect and Owner if any of the Contract Documents appear to be a variance therewith. If the Contractor performs Work knowing it to be contrary, or had it carried out its obligations under the Contract Documents generally, and Section 9.1.1 of this Agreement in particular, should reasonably have known it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

The Contractor shall include in the Contract Sum all allowances, if any, stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall also include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

(Paragraphs deleted)

§ 9.7.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project as approved by the Architect and Owner, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.7.2 The Contractor shall perform the Work in strict accordance with the most recent schedule submitted to and approved by the Owner and Architect.

§ 9.8 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By

submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements and field construction criteria related thereto; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

(Paragraphs deleted)

§ 9.9.1 General Use. The Contractor shall enforce the Owner's instructions regarding the conduct and use of the site by his employees.

§ 9.9.2 Property Corners. Existing property corners on the site shall be replaced by a registered Land Surveyor at the Contractor's expense.

§ 9.9.3 Parking & Traffic.

1. Parking of construction vehicles on the site by the Contractor shall not inhibit construction nor prevent access for emergency or other official vehicles. Parking of private vehicles on the site by the Contractor is prohibited unless said vehicle is necessary in the execution of the Contract. No construction vehicles shall be parked near or under any existing vegetation on the site.
2. Construction traffic and staging shall be permitted only within construction limits as indicated on plan. The contractor is responsible for repair of any areas disturbed outside of this area, including grading and sodding. No staging will be permitted on existing asphalt without Owner's prior written consent. The cost to repair any damage to existing asphalt will be backcharged to the Contractor.

§ 9.9.4 Fencing. The Contractor will be responsible for erecting and maintaining construction fencing around the limits of the Project site at all times of construction. Failure to erect or maintain this fencing will result in the correction of the problem by the Park District at the expense of the Contractor. The Contractor's expense will be back charged to the contract, and may include, but are not limited to, the cost of any materials and staff time. This fence must be installed and fully erected before construction operations beginning and tied-up at the end of each working day. All construction fencing must conform to the following specification or as otherwise required by the Contract Documents.

1. **Flexible Safety Fence.** High density poly fabric, rigid 2" mesh design, heavy duty strength, 4' high, safety orange.
2. **Posts.** Minimum 14 gauge painted green steel channel posts, min, 5'-6" long driven 18" into the ground, Post spacing shall be 12' O.C. with fence tied to each post top, middle and bottom.
3. **Tie Material.** Heavy gauge vinyl coated wire.

§ 9.9.5 Water Removal. If, during construction, standing water caused by heavy rains or poor drainage becomes a hazard in the proper execution of the Contract, it shall be the responsibility of the Contractor to provide and make payment for removal of said water to existing drainage swales, storm sewers or other natural or man-made drainage ways.

§ 9.10 The Contractor shall keep the Project site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove, and properly and lawfully dispose of as applicable, waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. The 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. The Contractor shall strictly comply with all laws and regulations pertaining to same be solely responsible for, and shall pay any fines or penalties assessed as the result of, any violation.

§ 9.11 The Contractor shall provide the Owner and Architect and government inspectors access to the Work in preparation and progress wherever located.

§ 9.12 Intentionally Omitted.

§ 9.13 Intentionally Omitted.

§ 9.14 Intentionally Omitted.

(Paragraph deleted)

§ 9.15.1 To the fullest extent permitted by law, the Contractor waives any rights of contribution against, and 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 there from 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, regardless of whether or not it is 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 obligations under, or Contractor's default of, any provision of the Contract.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect and /or any other person designated in writing by the Owner will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site and observe the Work at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

(Paragraph deleted)

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's observations and evaluations of the quality and progress of the Work and of the Contractor's Applications for Payment, the Architect will review and certify to the Owner the amounts due the Contractor and will, subject to approval by the Owner issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and make recommendations to Owner on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.

§ 10.8 Intentionally Omitted.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect.

§ 10.10 Nothing contained in this agreement is intended to modify or shall modify the provisions of the Agreement between the Owner and Architect for this Project.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who or which has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through and to the Architect the name, trade, and subcontract amount of each Subcontractor for each of the principal portions of the Work and the name of each person or entity proposed as a manufacturer or supplier of any principal product identified in the Specifications. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 All subcontract agreements shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract and that the Owner shall have the right to enforce the Subcontractor's obligations thereunder after the occurrence of a default under the Contract by the contractor. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar written agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their representatives proposed Sub-subcontractors.

§ 11.4 All subcontract agreements shall conform to the requirements of the Contract Documents and the Contractor hereby irrevocably assigns to the Owner and Owner's permitted assigns all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into the contractor for performance of any part of the Work, which assignment will be effective in the event of the Contractor's failure to perform the Work in accordance with the Contract Documents and upon acceptance by the Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in said writing. It is agreed and understood that the Owner may accept said

assignment at any time during the course of construction prior to Final Completion. The Contractor shall promptly submit to the Owner a true and complete copy of each subcontract upon execution of same. Each subcontract shall contain a contingent assignment of the subcontract to the Owner, consistent with this Subparagraph. Upon acceptance by the Owner of a subcontract: (1) the Contractor shall promptly furnish to the Owner true and complete copies of the designated subcontract agreements and purchase orders, both as may have been amended by approved change order together with copies of any and all such amendments, and (2) the Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which the Owner accepts the subcontract agreement(s) or purchase order(s). All sums due and owing by the Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to the Owner's acceptance of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and the Contractor. It is further agreed that no subcontract agreement or purchase order shall contain any restriction that would prohibit assignment under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with the Contractor and may not be withdrawn prior to Final Completion.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

§ 12.2 The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted if and as appropriate accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and unless the additional cost was calculated using unit prices as provided elsewhere in this Agreement reasonable overhead and profit calculated in accordance with this Agreement, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment subject to the Owner's approval. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. Pending final determination of cost to the Owner or extension of time to the Contractor, unless otherwise directed by Owner, Contractor shall continue to perform the Work in accordance with the Contract Documents.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the Project site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, and the Contractor could not have discovered same in the exercise of reasonable diligence as required under Subsection 9.1.1 of this Agreement, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Agreement on any Change Order shall constitute a final settlement, and accord and satisfaction between the Owner and Contractor, of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum, Contract Time and Construction Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Order in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 13.6 No change in the Work, whether by way of alteration or addition to the Work, shall be the bases of an addition to the Contract Sum or change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents and applicable law. Accordingly, no course of conduct or dealing between the parties, nor any express or implied acceptance of alterations or additions to the Work and no claim that the Owner has been unjustly enriched shall be the basis of any claim to an increase in the Contract Sum or change in the Contract Time.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work and for Final Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The respective dates of Substantial Completion and Final Completion are the dates certified by the Architect and approved by the Owner in accordance with Section 15.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines and the Owner agrees may justify delay, then as the Contractor's sole remedy the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Notwithstanding the foregoing, delays of the Contractor to carry out its obligations under or in accordance with the provisions of the Contract, shall not extend the Contract Time.

§ 14.6 The Contractor shall carry the Work forward regularly, diligently, uninterruptedly and expeditiously and in a good workmanlike and professional manner at such a rate of progress and with an adequate work force as will insure the completion of the Work in accordance with the Contract Documents by the date established in the Contract. It is expressly understood and agreed by and between Contractor and Owner that the time for completion of the Work is a reasonable time, taking into consideration the average climatic range, usual industrial conditions, and all other conditions and actors prevailing in this locality.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, at least ten days before the date established for each progress payment, the Contractor shall submit to the Architect and Owner, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect or Owner may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Unless approved in advance by the Owner in writing payment shall be made only account of materials and equipment incorporated in the Work. If approved in advance by the Owner payment shall be made on account of materials and equipment delivered and suitably stored and protected from damage and loss at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage and loss, off the site at a location agreed upon in writing. The Owner may condition such approvals on such terms as the Owner in its discretion deems necessary for its protection.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.1.5 Failure to supply waivers of lien or acceptable evidence of payment of all current accounts incurred by this Contract work will be considered grounds for withholding final payment.

§ 15.1.6 The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor Partial Waiver, and by the Partial lien Waivers of Subcontractor and Suppliers who were included in the immediately preceding payment application to the extent of that payment. Application for Final Payment shall be accompanied by Final Waivers of Lien from the Contractor, Subcontractors and Suppliers who have not previously furnished such Final Waivers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, from the Contractor and Subcontractors containing such information and in such form as to comply with the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and material suppliers; amounts paid and remaining to be paid to each; together with all documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, and subject to Owner's approval either issue to the Owner for review and concurrence a Certificate for Payment for such amount as the Architect believes is properly due, and/or or notify the Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, but not to the Contractor, based on the Architect's observations and evaluations of the Work at the site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief the quality and quantity of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation to the Owner but not to the Contractor that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect, after consultation with the Owner may decide to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. The Architect may also decide not to certify payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of, but not limited to:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor and such security is acceptable under applicable Illinois law to protect the lien rights of third parties;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a separate contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.2.5 No interest will be paid on amounts withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner. This provision is not to be construed as a "conditional payment" or "pay when paid" clause. In the event that payment to the Contractor is delayed without fault of the Subcontractor, payment to the Subcontractor shall be made within a reasonable time after work is properly performed by a subcontractor irrespective of any delay in payment to the Contractor.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.3.4 Anything to the contrary contained or implied herein notwithstanding, no progress payment need be made by Owner until such time as Contractor, Subcontractors or any other persons performing the Work or furnishing materials or equipment for the Project furnishes such documents as Owner may reasonably require (including without limitation sworn notarized contractor's statement, affidavits and waivers of lien).

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 "Substantial Completion" means the date that all of the Work has been completed to the point where it can be occupied and used for all purposes intended by Owner and has been accepted by Owner to receive all required occupancy permits.

"Punch List Items" mean and shall be limited to uncompleted items of Work (a) that do not interfere with the use and occupancy of any area of the Site for its intended purpose and (b) that, as a group, are capable of being completed by the Contractor within thirty (30) days of issuance of any Punch List. The "Punch List" is the list containing the Punch List Items.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and to the Owner a comprehensive list of items to be completed or corrected prior to final payment. The Contractor shall proceed promptly and expeditiously to complete and correct all items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect and the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's inspection discloses an item, whether or not included in the Contractor's list, which is not in accordance with the Contract Documents and is necessary for Owner's occupancy or utilization of the Work, the Contractor shall before issuance of a Certificate of Substantial Completion, complete such items upon notification from the Architect and Owner. The cost of this and any additional inspections required to establish Substantial Completion due to the failure of the Contractor to properly complete all items of the Work necessary for the Owner's use or occupancy of the Work shall be charged to the Contractor. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion to the Owner for review and concurrence by the Owner which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the punch list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof with the exception of the items of Work contained in the Punch List accompanying the Certificate of Substantial Completion. With respect to Work enumerated on the Punch List, the guarantee or warranty period shall commence upon Contractor's completion and Owner's approval of the Punch List items.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and the Architect has advised Owner of that finding and Owner has not advised Architect of any objection to such finding, the Architect will promptly issue a final Certificate for Payment to the Owner but not to the Contractor stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Owner's failure to object to, and the Owner's acceptance of, the Architect's findings and/or certifications hereunder shall not constitute Owner's acceptance of Work not complying with the Contract Documents, or Owner's waiver of any claims or remedies it may have with respect to any such defective or delayed Work.

§ 15.5.2 Final payment shall not become due until the Contractor has fully performed the contract, including but not limited to delivery of all manufacturer's and supplier's warranties, operating manuals, as-build drawings, and consent of the surety to final payment, pursuant to the Contract Documents, and has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 The
(Paragraphs deleted)

final payment by Owner shall not relieve the Contractor of the responsibility for the correction of any and all defects in the work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees and other persons performing any of the Work and other persons who may be affected thereby;
2. 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
3. other property at the 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.

The 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 and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to 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 under Sections 16.1.2 and 16.1.3, except for damage or loss attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not brought on site by Contractor, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

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ARTICLE 17 INSURANCE AND BONDS

§ 17.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages insured by usual personal injury liability coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (ii) by another person;
4. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
5. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
6. claims involving contractual liability insurance applicable to the Contractor's obligations under Section 9.15 above.

§ 17.1.2 The insurance required by Section 17.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 17.1.3 In furtherance and not in limitation of its obligations under this Section 17.1, Contractor shall maintain insurance in accordance with Exhibit C attached to and incorporated in this Agreement by this reference.

§ 17.2

(Paragraphs deleted)

OWNER'S LIABILITY AND PROPERTY INSURANCE

§ 17.2.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Article 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 17.2.1 to be covered, whichever is earlier. This insurance shall include the respective interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.2 Property insurance shall be on a course of construction policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, false work, windstorm, testing and start-up, temporary buildings and debris removal, including demolition, and shall cover reasonable compensation for the Architect's, any of the Owner's Consultant's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property insurance provided by the Owner shall not cover Contractor's, Subcontractor's or Sub-subcontractor's liability or any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring or other similar items commonly referred to as construction equipment, which may be on the

site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.

§ 17.2.3 The Contractor shall effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work.

§ 17.2.4 If the property insurance requires minimum deductibles and such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

§ 17.2.5 Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off the site and paid for by Owner after written approval of the Owner at the value established in the approval, and also portions of the Work in transit and paid for by Owner.

§ 17.2.6 Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 17.2.7 The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor Subcontractors and Sub-subcontractors in the Work, and the Owner and the Contractor shall be named insureds.

§ 17.2.8 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 17.2.9 Notwithstanding any provision contained in Article 17, the Owner's obligation to purchase insurance shall herein be deemed satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor agrees that any obligation the Owner has to purchase property insurance shall be satisfied by the Owner's membership in a self-insured risk management agency or pool. The Contractor further agrees that it will only have rights allowable to it under any coverage provided through the Owner's membership in a self-insured risk management agency or pool.

§ 17.3 PERFORMANCE BOND AND PAYMENT BOND

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 If required by the Owner the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents, including the payment of prevailing wages in accordance with Article 24 of this Agreement, and the Labor and Material Payment Bond shall be in an amount equal to 110% of the full amount of the Contract Sum as security for required payments to all persons performing labor and furnishing materials in connection with the Work. Such bonds shall be on AIA Document A-312 (2010 Edition), issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as primary co-obligee. Such bonds shall be from an Illinois Admitted Bonding Company acceptable to the Owner and having a minimum policy holder rating of "B+" in the latest edition of Best's Insurance Guide in effect as of the date of the Contract. Bonds shall remain in full force and effect for at least one year following the date of Final Completion of the Work or for the entire duration of the longest warranty period provided for the Work, whichever is longer. The cost of the bonds is to be included in the Contract Sum stated by the Contractor in its Bid Proposal.

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§ 17.3.3 The Contractor shall (i) furnish with all bonds a certified copy of the power of attorney from the Surety Company stating that the person executing said bond is duly authorized by the Surety Company to execute said bond; (ii) furnish a certified copy of the certificate from said Surety Company's state showing said Surety Company licensed and authorized to transact business and execute said bond in Illinois; and (iii) if requested by Owner, furnish a copy of current financial statements of said Surety Company.

§ 17.3.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a true and correct copy of the bonds or shall authorize a copy to be furnished.

(Paragraphs deleted)

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If prior to the date of Final Completion the Contractor, a Subcontractor, or anyone for who either of them is responsible, uses or damages any portion of the Work, including but not limited to mechanical, electrical, plumbing or other building system, machinery, equipment or other mechanical device, the Contractor shall cause such item to be replaced or if permitted by the Owner restored to "like new" condition, at no expense to the Owner.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. The obligation under this Section 18.2 shall survive acceptance of the Work under the Contract and termination of the Contract. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a Subcontractor contrary to the Architect's or Owner's request or to the request of a governmental officer, or to the requirements of the Contract Documents or Governmental Requirements, and was therefore not visible for inspection by the Architect, Owner or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work.

§ 18.3 If the Contractor fails to correct defective or nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 18.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of the Work that is not in accordance with the requirements of the Contract Documents.

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ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor, unless such tests, inspection or approvals were necessitated by the Contractor's failure to perform the Work in accordance with the Contract Documents in which event the Contractor shall bear the costs.

(Paragraphs deleted)

§ 20.1 TERMINATION OR SUSPENSION OF THE CONTRACT

If the Architect fails to certify payment and Architect has not notified the Contractor as provided in 15.2.1 of the reason for withholding certification or the Owner fails to make payment and has not notified Contractor of the reason for withholding payment as provided in Section 15.2.3, this Agreement through no fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, and such failure continues for a period of ninety (90) days after notice from the Contractor, the Contractor may, as its sole remedy, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract unless this reason is cured prior to the expiration of the notice period, and recover from Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) provided said Work was authorized in advance by Owner. The Owner shall have the right to cure any defect or default prior to the date of termination stated in any written notice from Contractor as provided herein, in which event Contractor shall continue with the Work. If the Contractor terminates the Work and receives payment in connection with his equipment, tools or materials such items shall be left and remain on the Site if the Owner so elects. Owner shall not be responsible for damages for loss of anticipated profits on Work not performed.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1

(Paragraphs deleted)

If the Contractor shall institute proceedings or consent to proceeding requesting relief or arrangement under the Federal Bankruptcy Act or any applicable Federal or State Law, or if a petition under any federal or state insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of the filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee, or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if the Contractor submits an application for payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if the Contractor fails to make prompt payment to Subcontractors for materials or labor

(Paragraphs deleted)

or otherwise breaches obligations under any subcontract with a Subcontractor; or if a lien or a notices of lien is filed against any part of the Project or Project funds or if the Contractor disregards any laws, statutes, ordinances, rules,

regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the Project premises; or if the Contractor otherwise violates any material provision of the Contract Documents, then, without prejudice to any right or remedy available Owner may, after giving the Contractor seven (7) days' written notice, terminate the Contractor, and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and accept assignment of Subcontracts and may complete the Work by whatever reasonable method the Owner may deem expedient. If requested by the Owner, the Contractor shall remove any part or all of this equipment, machinery and supplies from the Project within seven (7) days from the date of such request, and in such event at the Contractor's expense. Upon request of the Contractor, the Owner shall furnish to the Contractor a reasonably detailed accounting of the costs incurred by the Owner in completing the Work.

§ 20.2.2 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished. .

§ 20.2.3 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and consultants services and expenses made necessary thereby, legal fees, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.2.4 The Owner's right to terminate the contract pursuant to Section 20.2 shall be in addition to and not in limitation of its right to stop the Work without terminating the Contract as provided elsewhere in this Agreement.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

§20.3.1 The Owner may, at any time, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section 20.3 shall be by a written notice of termination specifying the extent of termination and the effective date.

§ 20.3.2 Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further Subcontracts for materials, labor, services, equipment, or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of Work not terminated; and
5. take actions that may be necessary, or that the Owner may direct, for the protection and preservation of the terminated work.

§ 20.3.3 In the event of termination by Owner for convenience, the sum payable to the Contractor for the Work shall be prorated based upon the amount of properly performed Work completed. Owner shall receive proper credit for sums already paid. Upon any such termination, all obligations of Owner (other than payment of sums due Contractor for services properly performed but not previously paid prior to the date of termination) shall cease as of the effective date of termination.

§ 20.3.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, and (2) claims which the Owner has against the Contractor under the Contract.

§ 20.4 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 20.4.1 The Owner may without cause order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 20.4.2 If suspension, delay or interruption ordered by the Owner constitutes in the aggregate more than twenty percent (20%) of the total number of days scheduled for completion, an adjustment shall be made for increases in the cost of the performance of this Contract, excluding profit caused by such suspension, delay or interruption. No adjustment shall be made to the extent:

1. That the performance is, was, or would have been so suspended, delayed or interrupted by another cause, including without limitation the fault or negligence of the Contractor or any Subcontractor; or
2. That an equitable adjustment is made or denied under another provision of this Contract.

§ 20.4.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes, but is not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit arising from the Work.

This waiver is applicable, without limitation, to all consequential damages due to Owner's termination in accordance with Article 20.

In any suit or action arising under this Contract the Owner shall be entitled to an award of reasonable attorney's fees and costs of litigation.

§ 21.2 **Venue.** Any suit or action arising under this Contract shall be commenced in Lake County, Illinois, but only after exhausting all possible administrative remedies.

ARTICLE 22 OTHER CONDITIONS OR PROVISIONS,

§ 22.1 The Contractor shall be responsible for the supply and maintenance of any and all temporary equipment, utilities, and facilities necessary to properly and safely complete and protect the Work, including without limitation those required by winter conditions. Contractor shall provide and erect barricades and other safeguards adequate to warn of danger at the site and to protect persons and property from injury resulting from the Work.

§ 22.2 The Contractor shall limit material and equipment storage to the immediate area of Work and such other areas as Owner may designate. The Contractor shall promptly remove and properly dispose off site all construction material, trash, garbage and other debris.

§ 22.3 The Contractor shall notify Architect and Owner in advance (to the extent practicable notice shall be made at least 48 hours in advance) of any and all deliveries of major materials to the Project Site and shall give notice of receipt of materials and equipment that Architect or Owner has indicated or customarily would want to inspect prior to commencement of the Work. Prior to resumption of the Work in the event of a temporary suspension lasting longer than 72 hours, and at such other time intervals during the process of the Work as requested by Owner, in order to permit Owner to properly coordinate its normal operations and facilities requirements with the Work.

§ 22.4 The Contractor's payment applications shall be accompanied by the Contractor's Partial Waiver of Lien for the full amount of the payment and by the Partial Waivers or Final Waivers, as applicable, of Subcontractors, Sub-subcontractors and Suppliers. Final Waivers shall be for the full amount of the Contract. All applications for payment shall be accompanied by affidavits, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 et seq.) and showing in detail the sources of all labor and materials used and contracted to be used on the Project, including names and addresses of subcontractors and materials suppliers; amounts paid and remaining to be paid to each; together with all other documents as shall be necessary, in the sole judgment of the Architect and Owner, to waive all claims of liens to date and comply with all applicable state and local laws.

- (i) All waivers (partial and final) shall include language as applicable indicating either that:

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- a. all material were taken from fully paid stock and delivered to job site in our own vehicles and all labor has been fully paid in accordance with prevailing wage laws; or
- b. materials were provided by the following suppliers for whom waivers of lien are attached and all labor has been fully paid in accordance with prevailing wage laws.

§ 22.5 The following definitions are added to the Contract:

"Final completion" means the date the Contract has been fully performed, all the Work has been completed in accordance with the Contract Documents and the Owner has approved Final Payment to the Contractor.

"Indicated" and "shown" mean as described, detailed, discussed, scheduled, referenced, or called for in, or reasonably inferable from the Contract Documents in order to produce a first class Work product.

"Provide" or derivatives thereof means the Contractor shall properly fabricate, supply, furnish or procure all labor, materials, equipment, apparatus, and accessory appurtenances necessary to transport, deliver, install, erect and construct the specified item, complete, in place and ready for operation and use, including any final connections, in strict accordance with the Drawings, Specifications and other Contract Documents. The words "Contractor shall" are implied and shall be so understood whenever the direction or term "provide" is used.

"Unit Price" is an amount stated in the Contractor's bid proposal or in the Contract Documents as a price per unit of measurement for materials, equipment or services for a portion of the Work as described in the Bidding Documents or the Contract Documents. A Unit Price includes all costs associated with the performance of the portion of the Work for which the Unit Price is provided, including but not limited to labor, materials, equipment, loading, transportation, handling, unloading, overhead and profit.

§ 22.6 Except as otherwise specifically provided in the Contract Documents, if and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Document, and otherwise in interpreting the Contract Documents, the Parties shall give precedence to the Contract Documents in the following order of priority:

- (1) Modifications;
- (2) Specifications;
- (3) Special and Supplementary Conditions/Provisions;
- (4) This Agreement; and
- (5) General Conditions.

ARTICLE 23 EQUAL EMPLOYMENT OPPORTUNITY

§ 23.1 The Contractor shall maintain and shall require its Subcontractors to maintain policies of employment as follows:

§ 23.1.1 In the event of the Contractor's non-compliance with the provisions of this equal opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department").

Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or preference, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to a person's ability to perform the essential functions of the job, association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 2) That, if it hires additional employees in order to perform this Contract or any portions thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap or disability unrelated to a person's ability to perform the essential function of the job, or association with a person with a disability, military status or an unfavorable discharge from military service, or record of arrest.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and rules and regulations, the Contractor will promptly notify the Department and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or the Owner, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Owner and the Department for purposes of investigation to ascertain Department's rules and regulations.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Owner and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible (or contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations).

§ 23.1.2 The Contractor is encouraged to utilize qualified minority businesses as subcontractors for supplies, services and construction.

ARTICLE 24 COMPLIANCE WITH LAWS/PREVAILING RATES OF WAGES

§ 24.1 The Contractor shall comply with all federal, state, county and local laws, codes, rules and regulations applicable to the Work including without limitation all building codes, permit conditions, the American with Disabilities Act and the equal employment opportunity clause of the Illinois Human Rights Act and the rules and regulations of the Illinois Department of Human Rights, the Illinois Prevailing Wage Act, and all laws and regulations pertaining to occupational and work safety, hours of operation and disposal of construction debris. A copy of the Contractor's certification of compliance with applicable laws is attached to and made a part of this Agreement.

The Contractor shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) and the Park District's Ordinances requiring payment of prevailing wages. The Contractor shall pay or cause to be paid not less than the prevailing rate of hourly wage in the county the work is performed as determined by the Illinois Department of Labor for the month in which the work is performed including but not limited to all laborers, workers and mechanics. All contractors and subcontractors rendering services under this contract must comply with all requirements under the Act, including but not limited to, all wage, notice and record keeping duties.

The Contractor is required to verify current prevailing wage prior to the first day of each month and to pay the then-current prevailing wage rate as determined by the Illinois Department of Labor, regardless of the rates contained in the Contract Documents. Any increases in costs to the Contractor due to the changes in the prevailing wage during the term of this Contract shall be at the expense of Contractor and not at the expense of Owner. Current prevailing wage rates are published at the following: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor agrees to indemnify and hold harmless the Park District for any violations of the Prevailing Wage Act.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than prevailing rate of hourly wage to all laborers, workers, and mechanics performing work under the contract.

The Contractor shall include on all bonds and shall cause all subcontractors' bonds required under the Contract Documents to guarantee compliance with the Prevailing Wage Act.

Additionally, the Contractor and each subcontractor shall make and keep, for a period of not less than five (5) years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. The Contractor shall submit monthly, no later than the 15th day of each calendar month, in person, by mail, or electronically a certified payroll to the Park District with each monthly pay request in the form required by the Illinois Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that: (i) he or she has examined the certified payroll and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor. The Contractor may rely on the certification of a lower tier subcontractor, provided the Contractor does not knowingly rely upon a subcontractor's false certification. The records submitted in accordance with this payroll submittal provision shall be considered public records pursuant to Section 5 of the Prevailing Wage Act, 820 ILCS 130/5 (2004 as amended by P.A. 94-515). The Park District may, at its option, immediately terminate the Contract in the event that Contractor violates any provision of this paragraph or the Prevailing Wage Act.

Contractor shall also post the prevailing wage rates for each craft or type of worker or mechanic needed to complete the project at either: (1) a location on the project site easily accessible to the workers engaged on the project; or (2) in lieu of posting on the project site, if the Contractor has a business location where laborers, workers, and mechanics may regularly visit, the Contractor may either post the prevailing rate of wages in each county the Contractor works in a conspicuous location or provide the laborers, workers or mechanics engaged on the project a written notice indicating the prevailing rate of wages for the project.

Upon seven (7) business days notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(a)(1) to the Owner, and its officers and agents.

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

WAUKEGAN PARK DISTRICT

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.