



September 29, 2023

Dear Prospective Contractor:

The Waukegan Park District is accepting bids for:

2023 LARSEN DOG PARK FENCING AND GATED ENTRY

Bids are due **at 10:00 am on Monday, October 16, 2023**, at the Parks Maintenance Facility, 2211 Ernie Kruger Circle, Waukegan, IL 60087. The bids should be clearly labeled **“2023 LARSEN DOG PARK FENCING AND GATED ENTRY”**.

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

Tim Girmscheid
Manager of Planning Services

TG/tg
Enclosures: 1

BID DOCUMENTS/PROJECT MANUAL: 2023 LARSEN DOG PARK FENCING AND GATED ENTRY

Page Numbers

INCLUDING:

▪ Notice to Bidders	2-3
▪ Section 1: Instruction to Bidders	5-10
▪ Section 2: General Conditions	11
▪ Section 3: Supplementary Conditions	12-22
▪ Section 4: Bid Proposal Checklist and Form	23-36
Project List	
Prevailing Wage Determination & Supersedes Notice	
Contractor Compliance and Certifications	
Substance Abuse Prevention Program Certification	
Employment of Illinois Workers of Public Works Act Certification	
▪ Section 5: Location Map	37
▪ Section 6: Project Specifications/Documents	38-74
▪ Section 7: Sample Agreement	75-83

DATE OF ADVERTISEMENT:

SEPTEMBER 29, 2023

PRE-BID MEETING (RECOMENDED):

THURSDAY, OCTOBER 5, 2023

10:00 AM

LARSEN NATURE PRESERVE AND DOG PARK

1720 WESTERN AVE.

WAUKEGAN, IL 60085

DUE DATE & BID OPENING:

MONDAY, OCTOBER 16, 2023

10:00 AM

WAUKEGAN PARK DISTRICT PARKS MAINTENANCE FACILITY

2211 ERNIE KRUEGER CIRCLE

WAUKEGAN, IL 60087

TENTATIVE DATE OF BID APPROVAL:

OCTOBER 24, 2023

4:30PM

DELIVER/MAIL BID TO: TIM GIRMSCHIED

MARKED "SEALED BID: 2023 LARSEN DOG PARK FENCING AND GATED ENTRY"

WAUKEGAN PARK DISTRICT PARKS MAINTENANCE FACILITY

2211 ERNIE KRUEGER CIRCLE

WAUKEGAN, IL 60087

NOTICE TO BIDDERS

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

1. 2023 LARSEN DOG PARK FENCING AND GATED ENTRY

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 at <https://www.waukeganparks.org/business/> or 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 **LARSEN NATURE PRESERVE AND DOG PARK 1720 WESTERN AVE., WAUKEGAN, IL, at 10:00 AM on THURSDAY, OCTOBER 5, 2023.** This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is RECOMMENDED.**

Each bid shall be placed in a sealed envelope and clearly marked “SEALED BID: Waukegan Park District, 2023 LARSEN DOG PARK FENCING AND GATED ENTRY ”. The envelope shall be addressed and delivered to and received by the Park District at the following location: Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087. No responsibility shall be attached to any person for premature opening of a bid not properly identified.

Bids shall be received until 10:00 AM on MONDAY, OCTOBER 16, 2023. Immediately thereafter, the bids will be publicly opened and read aloud. Bids received after that time or at a different location will be rejected.

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

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

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

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

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity. State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender. Therefore, the Park District is unable to give preference to competitively bid projects, but does encourage submission from local, women, and minority bidders.

All bids must be accompanied by cashier's check or bid bond payable to the order of the Waukegan Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

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

Jay Lerner, Executive Director

Waukegan Park District (847) 360-4725
PUBLISHED DATE: September 29, 2023

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: 2023 LARSEN DOG PARK FENCING AND GATED ENTRY**" and addressed and delivered to and received by the Park District at the following location: **Waukegan Park District Parks Maintenance Facility, 2211 Ernie Krueger Circle, Waukegan, Illinois 60087**. Bids shall be received until **10:00 AM on MONDAY, OCTOBER 16, 2023**. 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 postmarked.

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, 7:00 a.m. - 3:30 p.m. Any questions related to the bidding requirements shall be directed to Tim Girmscheid, 847-360-4755 **OR BY EMAIL AT TGIRMSCHIED@WAUKEGANPARKS.ORG** .

A Pre-bid Meeting will be held at **LARSEN NATURE PRESERVE AND DOG PARK, 1720 WESTERN AVE., WAUKEGAN, IL at 10:00 AM on THURSDAY, OCTOBER 5, 2023**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner. **Attendance at this meeting of all persons desiring to bid on this Project is RECOMMENDED.**

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents may 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.

As part of the attached Bid Proposal 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 Proposal Form provided may result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

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

1.03 REQUIREMENTS OF BIDDERS

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

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

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

On a separate sheet, (see Project List page) list all construction projects your organization has completed in the past three years, which are comparable in scope, giving the name of the project, project description, client and telephone number, architect and telephone number. Also provide the original contract amount, the final contract amount, the final completion date provided for in the contract and the actual date of 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 final completion differ substantially 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 may be the basis for immediate rejection of that Bidder's bid.**

1.04 EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS

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

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

1.05 ACCEPTANCE OR REJECTION OF BIDS

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

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

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

1.06 SURETY

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

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

Labor and Material/Payment Bond and a certificate of insurance naming the Waukegan Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the contract for the Work presented by the Park District..

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

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

1.07 WITHDRAWAL OF BID

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

1.08 ACCEPTANCE AND CONTRACT

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

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

1.09 INTERPRETATION OF THE CONTRACT DOCUMENTS

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If a Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Bid Documents, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District and to the Architect [and if a Construction Manager has been designated for the Project, also to the Construction Manager. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Architect/Owner 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, email or fax to each Plan holder. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

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

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

1.11 SUBSTITUTIONS DURING BIDDING

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-

place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

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

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

1.12 COMMENCEMENT AND COMPLETION DATES

Commencement Date: The Commencement Date shall be the date established by Owner in a Notice to Proceed issued to the Contractor. It is currently anticipated that Contract award will occur on or about _____, **2023 (DATE)**, 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 15, 2023

Final Completion: December 22, 2023

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

SECTION 2: GENERAL CONDITIONS

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

SECTION 3: SUPPLEMENTARY CONDITIONS

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

3.01 SCOPE OF WORK

- A. The Work is to be done under this Contract, as shown on the Contract plans and described herein shall include the furnishings and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the written Specifications and Drawings for the **2023 LARSEN DOG PARK FENCING AND GATED ENTRY**, shall be furnished and/or installed without extra cost to the Owner.

3.02 CONTRACT DOCUMENTS

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

3.03 APPLICABLE LAWS

- A. 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: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

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

CRIMINAL BACKGROUND INVESTIGATIONS: The Contractor shall a conduct criminal background investigation for each laborer, mechanic, and worker employed by the Contractor or any of its Subcontractors on the project in

compliance with federal and state laws and regulations. The Contractor shall not knowingly employ any person on the Project, or allow any person to enter onto Owner's property, who has been convicted for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 11-17, 11-18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.1B, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16, of the Criminal Code; (ii) 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. The Contractor is encouraged to utilize local, women, and minority-owned Subcontractors, when reasonable.
- B. The Contractor shall not award any work to any Subcontractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor.
- C. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

3.05 APPROVAL OF MATERIALS AND SOURCES OF SUPPLY

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

3.06 INSPECTION AND TESTING

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

3.07 TITLE OF MATERIALS

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

3.08 PATENTS, ROYALTIES AND LICENSES

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

3.09 PERMITS, LICENSES AND CERTIFICATES

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

3.10 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

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

3.11 WEATHER CONDITIONS

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

3.12 NO CHARGE FOR DELAY

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

3.13 COMPLETION DATE AND QUALIFICATION

- A. The Work to be performed under this Contract must be **Substantially Completed by December 15, 2023 with Final Completion by December 22, 2023.**

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

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

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

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

As otherwise provided for in the General Conditions

3.14 INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance

1. Commercial General and Umbrella Liability Insurance

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or at the Park District's sole option on a more current ISO form or a substitute form providing at least 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).

The Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least 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 the Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

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.

2. Business Auto and Umbrella Liability Insurance

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

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

3. Continuing Completed Operations Liability Insurance (Only applies if project carries a Guarantee)

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.

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

5. General Insurance Provisions

A. Evidence of Insurance

Prior to beginning work, Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, and

such other evidence of insurance as shall be requested by the Park District, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District 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 the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District'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 the Park District whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

B. 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 the 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 Park District has the right to reject insurance written by an insurer it deems unacceptable.

C. 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.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, 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.

E. Subcontractors

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

B. Indemnification

1. To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and economic damages, arising out of, resulting from, or in any way connected with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any 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. The duty to defend herein is separate and distinct from the duty to indemnify and hold harmless, and shall be separately enforceable as such. 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 the Owner described in this Agreement.

2. The indemnification obligation under this Paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law.

3. "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees, expenses and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (4) error or omission or defect in any submission made to Architect / Engineer for its approval or review.

4. The obligations of the Contractor to indemnify and hold harmless Owner, Architect, their agents, consultants and employees under this Agreement shall not extend to the liability of the Owner and the Architect, their agents, consultants or employees arising out of their own negligence.

3.15 CONTRACTOR PAYMENTS

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

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

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

payments, and failure to supply final waivers for the entire job on completion shall be grounds for withholding final payment.

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

3.16 WORK PERFORMANCE

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

3.17 SAFETY OF PERSONS AND PROPERTY

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

3.18 UNDERGROUND UTILITIES

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

3.19 PAYMENTS TO MATERIALMAN, ETC.

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

3.20 MODIFICATIONS OF CONTRACT DOCUMENTS AND CONTRACT WORK

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

Where proposed changes involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material change in the Work (i.e., other than minor field changes) a written change order shall be prepared by Contractor. In accordance with the *Criminal Code*, 720 ILCS 5/33 E-9, if a change order or series of change orders authorizes or necessitates an increase or decrease in **either** the cost of the contract by \$10,000 or more, **or** the time of completion of the Work by 30 days or more, such changes

may be made only upon the written authorization of **the Executive Director (Secretary of the Board) of the Waukegan Park District**, after approval from the Board of Park Commissioners, including a written determination that:

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

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

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

3.21 CLAIMS OF EXTRA COMPENSATION

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

3.22 USE OF PREMISES AND REMOVAL OF DEBRIS

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

3.23 GUARANTEE

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

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

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

BID PROPOSAL CHECKLIST

Contractor _____

Project _____

Check box if supplied in sealed bid. See bid packet (section 1.03 and others) in bid packet for details.

Core Items in Submittal

- Bid Bond or Cashier's Check – Signed and/or Notarized
- Bid Addendum Acknowledgement (if applicable) - Completed
- Bid Proposal Form – Completed, Signed with Corporate Seal, and Notarized
- Bid Qualification Form – Completed
- 3 Year Project List - Completed
- Contractor's Compliance – Signed and Notarized
- Substance Abuse Program Certification – Signed

Additional attachments from Section 1.03

- Projects in Progress List
- Administrative and Litigation List
- Instances of Bid Rejection List
- Instances of Breach of Contract List

**2023 LARSEN DOG PARK FENCING AND GATED ENTRY
WAUKEGAN PARK DISTRICT
WAUKEGAN, ILLINOIS**

BID PROPOSAL FORM

4.01 BID TO:

Waukegan Park District
(hereinafter called "Owner")
2211 Ernie Krueger Circle
Waukegan, IL 60087

4.02 BID FROM:

(hereinafter called "Bidder")

Address

City, State, Zip Code

Email Address

Contact Person

Telephone Number

Fax Number

4.03 BID FOR:

2023 LARSEN DOG PARK FENCING AND GATED ENTRY, WAUKEGAN, ILLINOIS

4.04 ACKNOWLEDGEMENT

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4.05 AGREEMENT

A. In submitting the Bid, the undersigned agrees:

1. To hold the Bid open for sixty (60) days from submittal date.
2. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
3. To enter into and execute a Contract with the Owner if awarded on the basis of this bid, and furnish all bonds and insurance required by the Contract Documents within fourteen (14) days after receiving Notice to Proceed from the Owner.
4. To accomplish the work in accordance with the Contract Documents.
5. To complete the work by the time stipulated in the Contract Documents.
6. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
7. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
8. The Bidder proposes to utilize the products and services of the following Subcontractors and major suppliers for the completion of the Contract. All Subcontractors shall be approved by the Owner prior to start of their Work on the Project. If no Subcontractors or major suppliers are to be used, indicate "NONE".

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

Address

Work to be performed/materials to be supplied

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

Address

Work to be performed/materials to be supplied

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

Address

4.06 BID PRICES For completion of all Work shown on the Drawings and Specifications, the Bidder agrees to perform all Work for the following sums:

A. BASE BID PRICE (Guaranteed Maximum Price)

TOTAL (WRITTEN OUT) _____ DOLLARS

\$ _____

B. ALTERNATE BID PRICE (Guaranteed Maximum Price) Demolish and properly dispose of all existing fencing, gates and related materials.

TOTAL (WRITTEN OUT) _____ DOLLARS

\$ _____

4.07 UNIT PRICE QUOTATIONS

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

<u>ITEM</u>	<u>UNIT PRICE</u>
▪ _____	\$ _____ (UNIT)
▪ _____	\$ _____ (UNIT)

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 22, 2023**.

4.10 BID SECURITY

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

4.11 PERFORMANCE/PAYMENT OR LABOR AND MATERIALS BOND

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

4.12 CONTRACT DOCUMENTS

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

CORPORATION

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

Print Name

Duly Authorized Officer's Signature

Title

CORPORATE SEAL (above)

PARTNERSHIP

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

Print Name

(Partner's Signature)

INDIVIDUAL

The Bidder is an individual.

Print Name

Individual's Signature

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

Sworn and Subscribed to before me this _____ day of _____, 2023.

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

**2023 LARSEN DOG PARK FENCING AND GATED ENTRY
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 pages)

PROJECT LIST

List three (3) of the largest projects completed in the past three (3) years which are similar in scope to the **2023 LARSEN DOG PARK FENCING AND GATED ENTRY**.

1. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

2. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

3. Project Name _____

Description _____

Client Name _____

Original Contract Amount _____ Final Contract Amount _____

Contract Final Completion Date _____ Actual Final Completion Date _____

Contact Person _____ Phone Number _____ Email _____

Architect/Engineer _____ Phone Number _____ Email _____

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 <https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx>. As required by the Prevailing Wage Act, any and all such revisions supersede the Park District's June determination. Bidders and contractors performing work on this Project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the contract for this Project, the contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this Project to notify the contractor of periodic changes in the prevailing wage rates and the contractor agrees to assume and be solely responsible for, as a material obligation of the contractor under the contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

CONTRACTOR COMPLIANCE AND CERTIFICATIONS

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

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

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

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- H. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- I. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- J. Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.
- K. 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.

- L. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.

- M. 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.

- N. 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.

- O. 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 _____
 COUNTY OF _____)

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

Dated: _____

 (Notary Public)

(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

_____ Dated: _____
Signature of Authorized Representative

EMPLOYMENT OF ILLINOIS WORKERS OF PUBLIC WORKS ACT CERTIFICATION

I hereby certify that I have been provided with a copy of the Employment of Illinois Workers of Public Works Act (Page 33, Section G.) and that I am in compliance with the workforce requirements. Furthermore, I accept full liability for present and future compliance with the Act throughout the duration of performance under this contract.

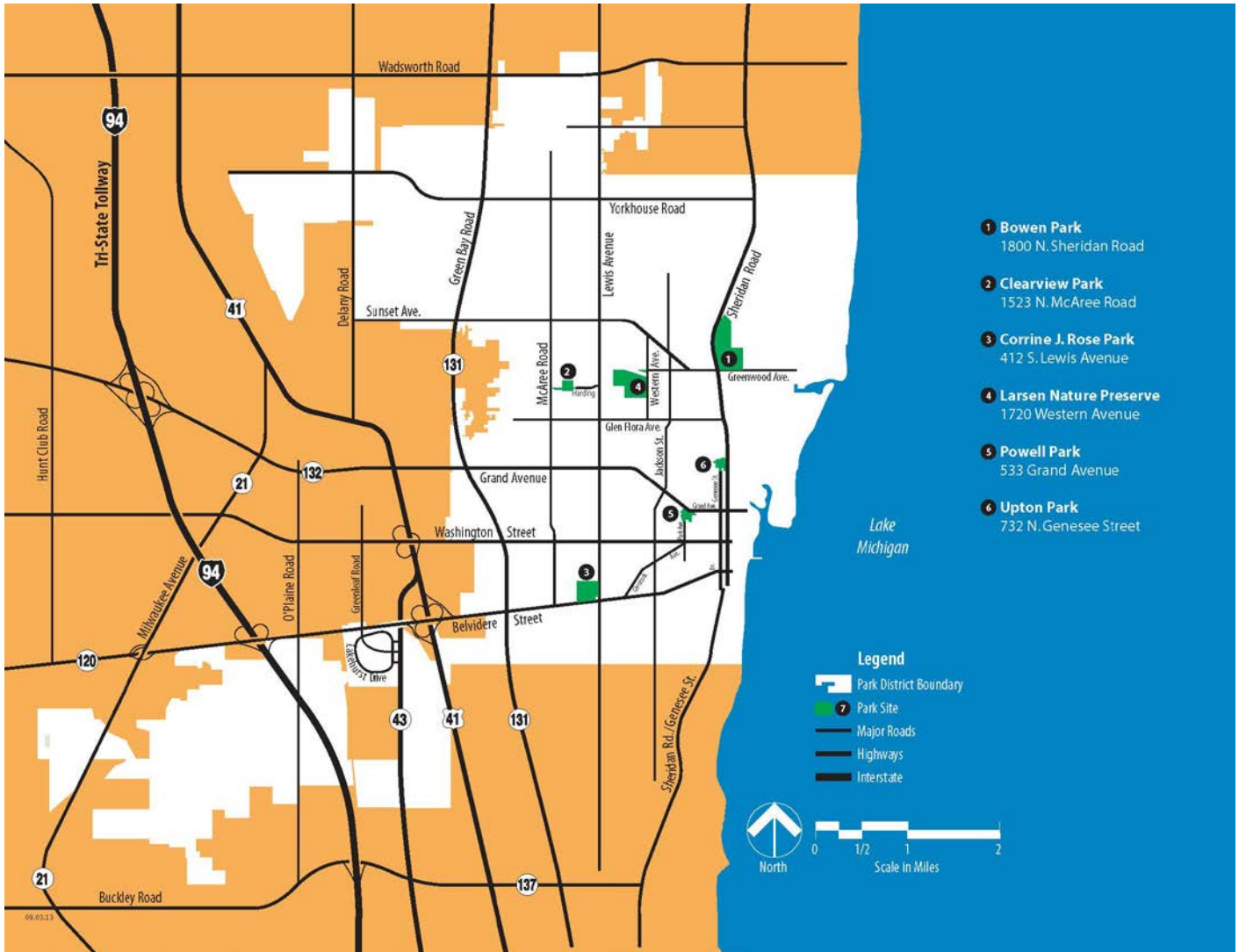
CONTRACTOR NAME

By: _____ (Signature)

_____ (Printed Name)

Its: _____ (Title)

LOCATION MAP



Section 6: Project Specifications/Documents

2023 LARSEN DOG PARK FENCING AND GATED ENTRY

SCOPE OF WORK

Base Bid

1. Provide all labor and materials to prepare base and install 24' x 24' Gated Entry concrete pad. All posts installed in ground beforehand.
2. Provide all labor and materials to prepare base and install 2- 4' x 8' concrete bench pads.
3. Provide all labor and materials to install all Omega Elite Double Wire fencing, gates, and hardware.
4. Provide all labor and materials to install all Red Brand Non-Climb Fence with Square Deal Knot fencing.
5. Provide all labor and materials to install all service gates and hardware.
6. Restore any disturbed areas and thoroughly clean site of all construction related debris.

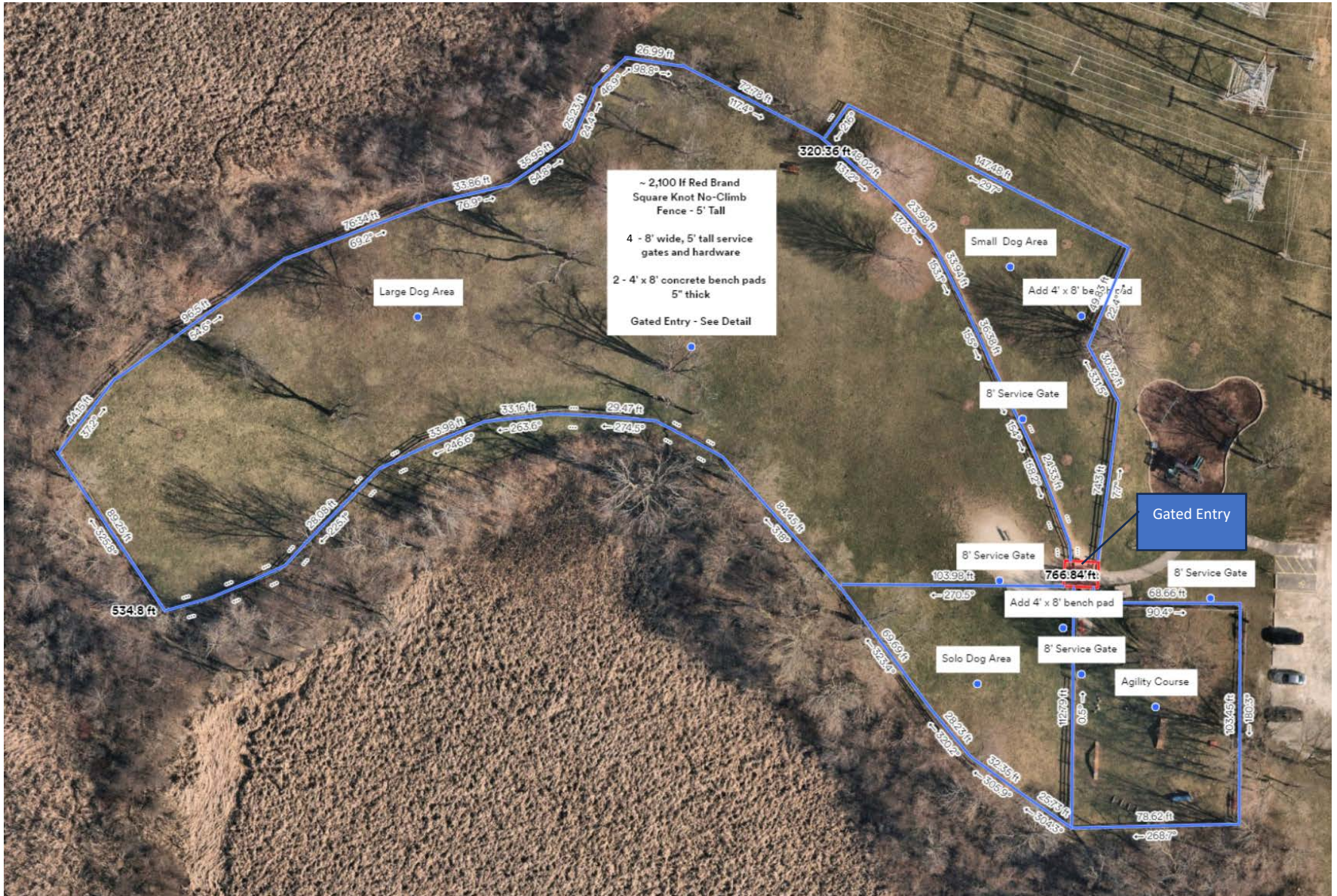
All work per specifications provided by owner.

Alternate Bid

1. Demolish and properly dispose of all existing fencing, gates and related materials.

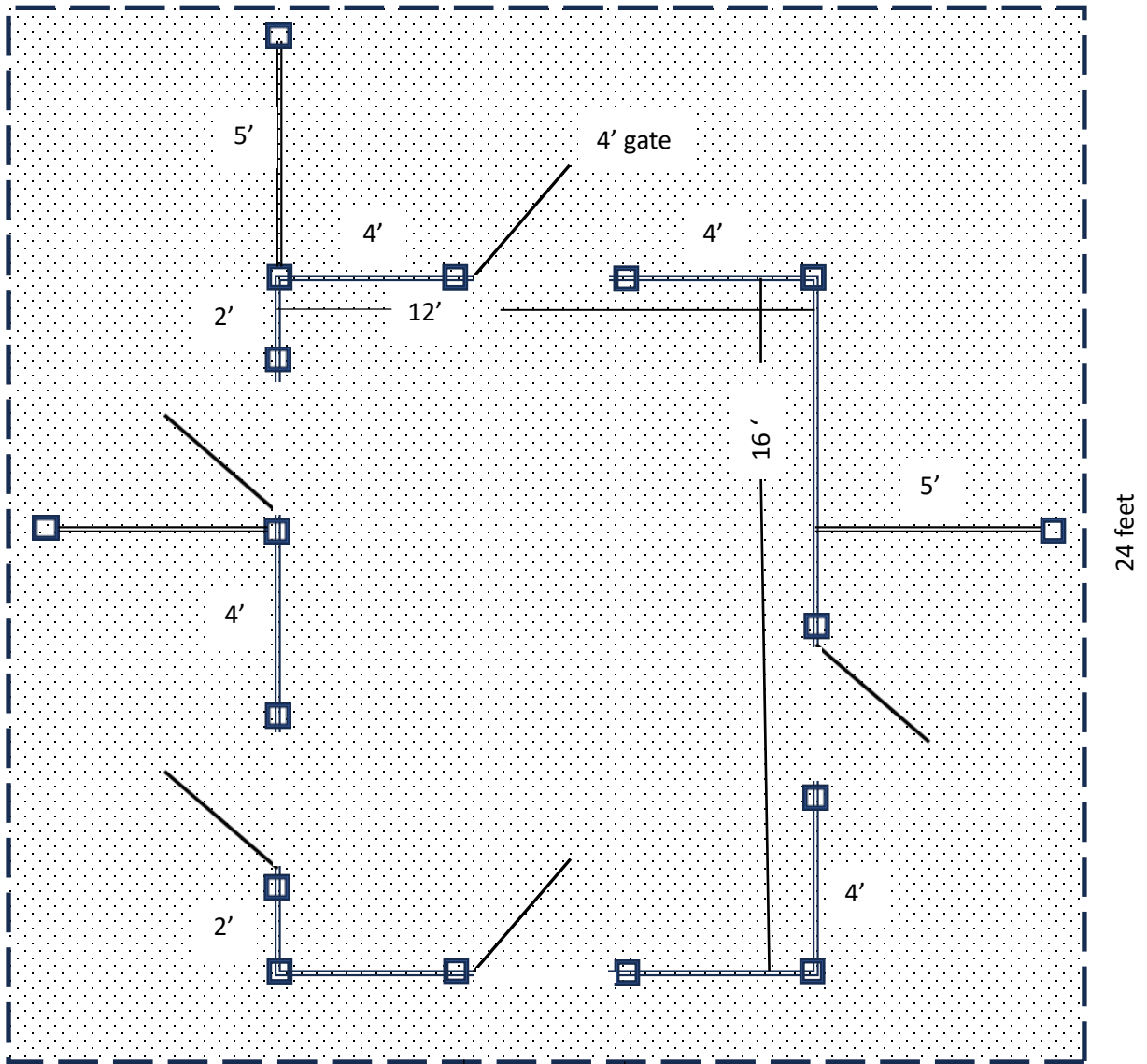
All work per specifications provided by owner.

Larsen Dog Park Layout



Larsen Dog Park Gated Entry

24 feet



24' x 24' Concrete Pad – 5" thick on 6" compacted CA-6. 1 % slope with crown in middle.

5 – 4' x 6' Omega Elite Single Swing Gates with Locinox latches and Mammoth 180 Hinges

17 – 3" x 3" Omega posts

Non-gated openings filled with Omega Elite Double Wire Fence Panels

All per specifications

Existing Path



North

SPECIFICATIONS AND DRAWINGS: LARSEN DOG PARK GATED ENTRY
CONCRETE PAD INSTALLATION

GENERAL:

DESCRIPTION

Provide all materials, equipment and labor to complete all concrete work including: Excavation, 4" compacted gravel base, final shaping, trimming, placing final course of aggregate, construction of all concrete paving and shown on the Drawings, and repairs of any damage during construction and curing at no additional expense to the Owner.

REFERENCE SPECIFICATIONS

American Association of State Highway & Transportation Officials (ASHTO)

Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition.

MATERIALS:

GENERAL

All materials shall meet the requirements of the specified sections of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition:

- Course Aggregate (Section 1004.01 and Section 1004.02)
- Concrete Sidewalks (Section 424)
- Preformed Expansion Joint Filler (Section 1051)

CONSTRUCTION REQUIREMENTS:

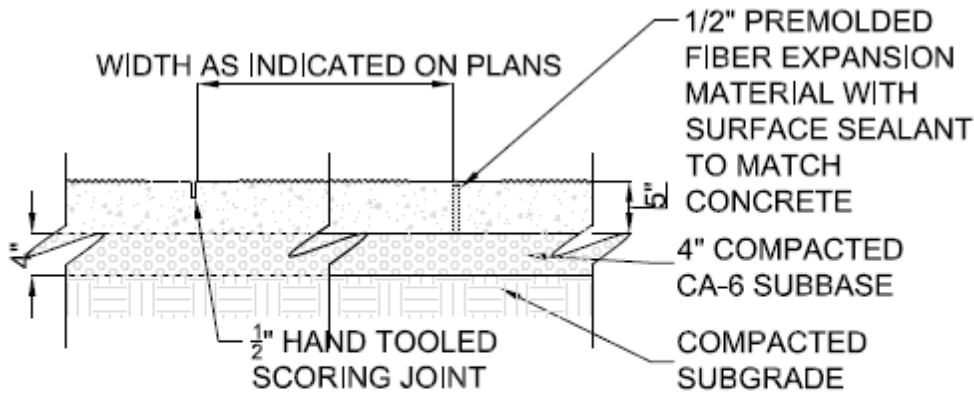
PREPARATION

The subgrade shall be thoroughly compacted CA-6 to the grade shown on the drawings.

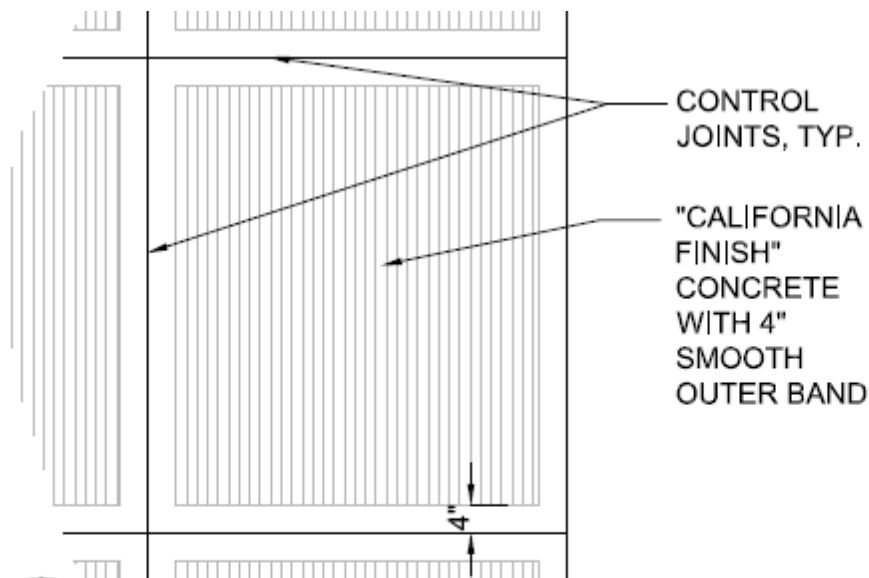
CONSTRUCTION

Moisten the subgrade before pouring concrete. The concrete shall be placed in successive pours for the entire pad and finished to an even surface with floats and trowels. Final trowel shall be a wooden float leaving an even surface. The surface final finish shall be by medium stiff broom. Draw broom across the pad at right angles for a uniform roughened surface with parallel broom marks. See drawings for finishing style and details.

Divide surface by control joints at right angles to the pad. Score joints shall extend to 1/3 the depth of the sidewalk. No section shall be more than 8' x 8' (6' x 6' preferred) unless otherwise indicated. All score joints shall be hand tooled (not saw-cut) unless otherwise indicated.

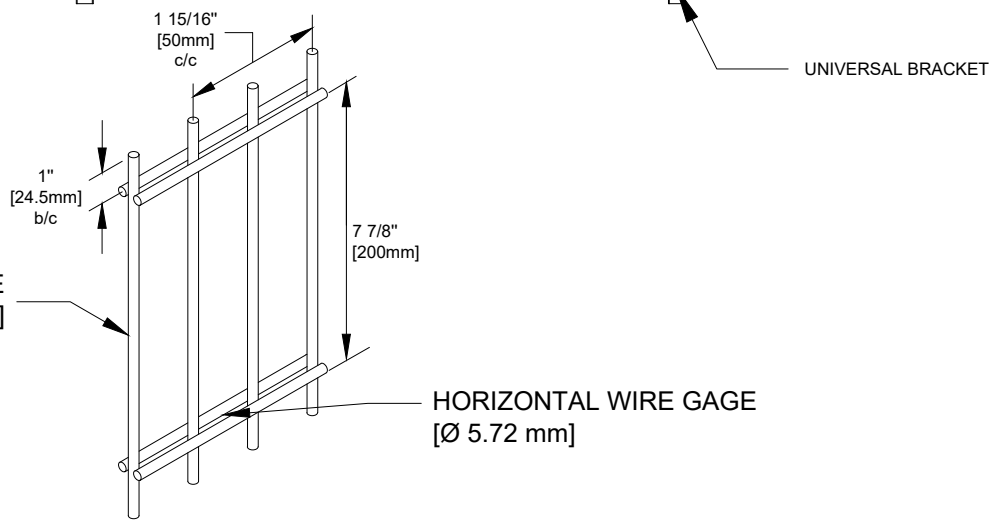
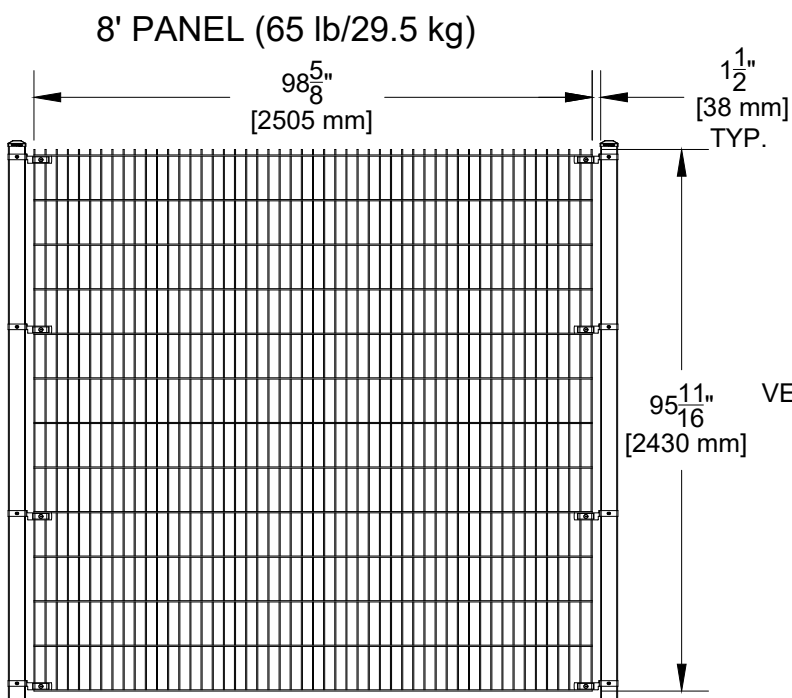
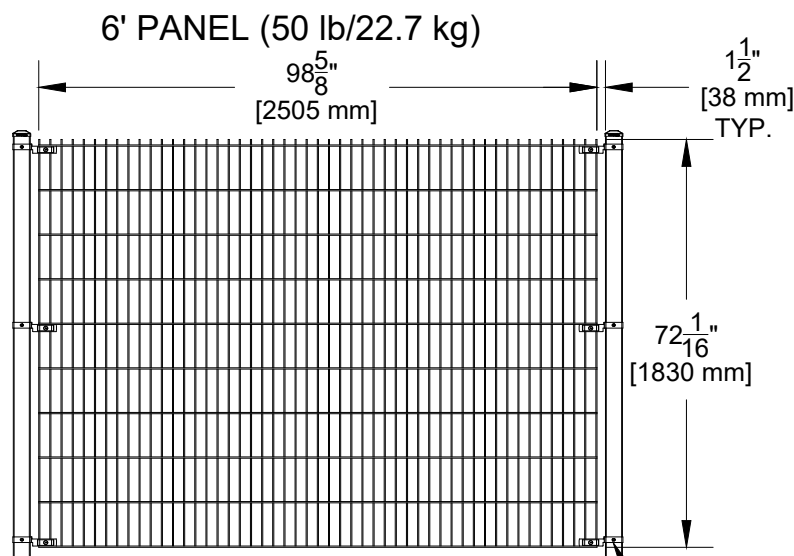
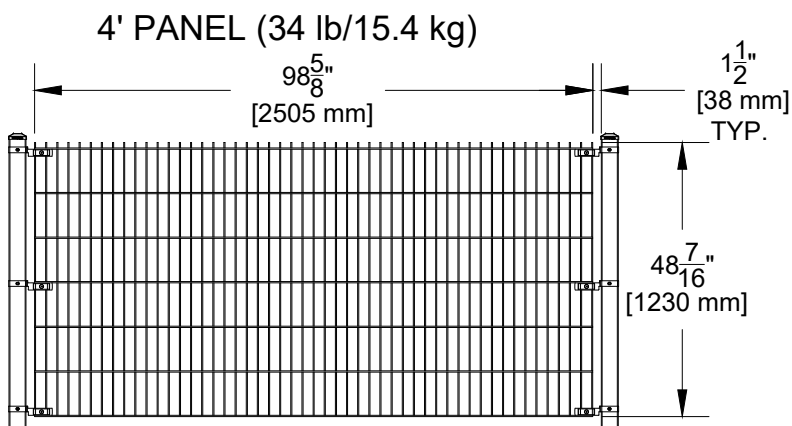


2 Concrete Detail
SCALE: 3/4"=1'-0"



3 California Finish Detail
SCALE: 1/2"=1'-0"

ELITE DOUBLE WIRE

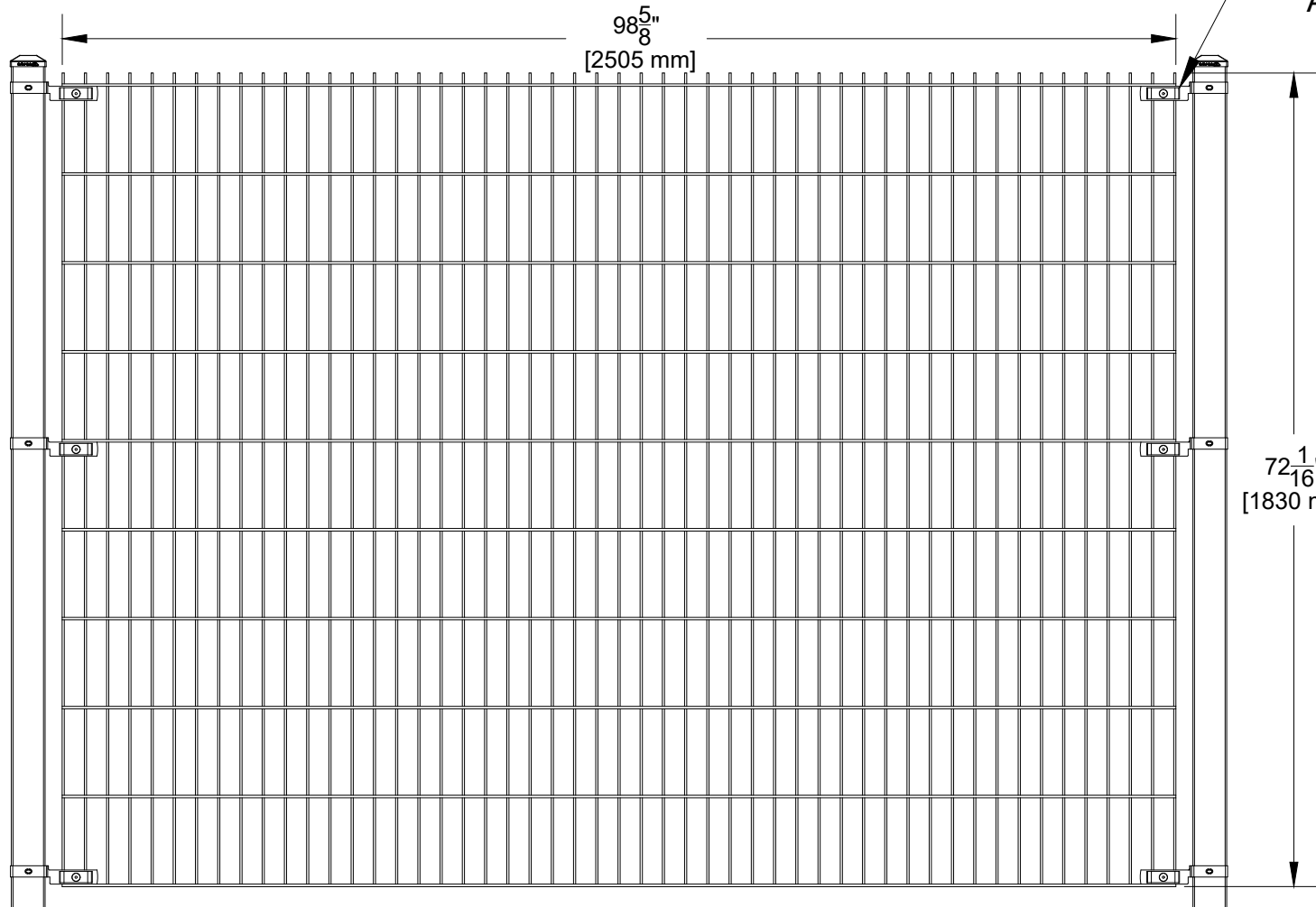


PRODUCT	PRODUCT NUMBER
4' PANEL	C-EL48
6' PANEL	C-EL72
8' PANEL	C-EL96
STANDARD BRACKET	C-CUNI*KBK

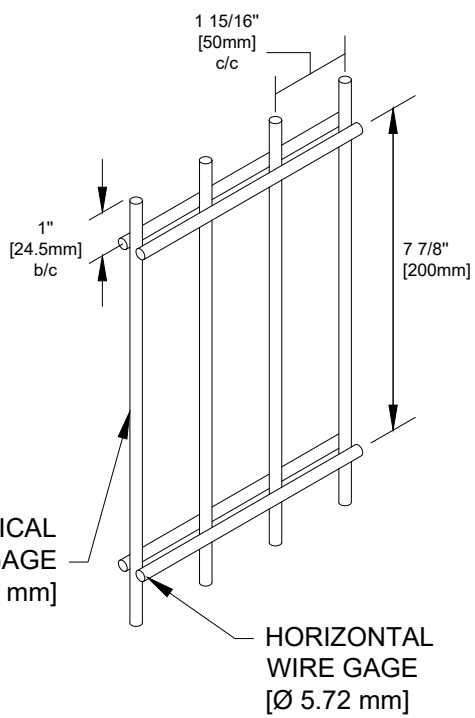
PANEL HEIGHT	NUMBER OF UNIVERSAL BRACKET KITS PER PANEL
4' (1.2 m)	6
6' (1.8 m)	6
8' (2.5 m)	8

FOR MORE INFORMATION ON THESE PANELS, PLEASE REFER TO SPECIFICATIONS.

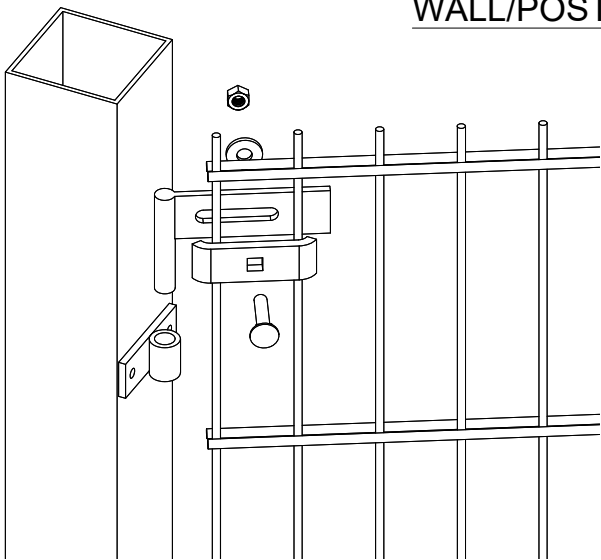
Panel / Panneau 6' (50 lb/22.7 kg)



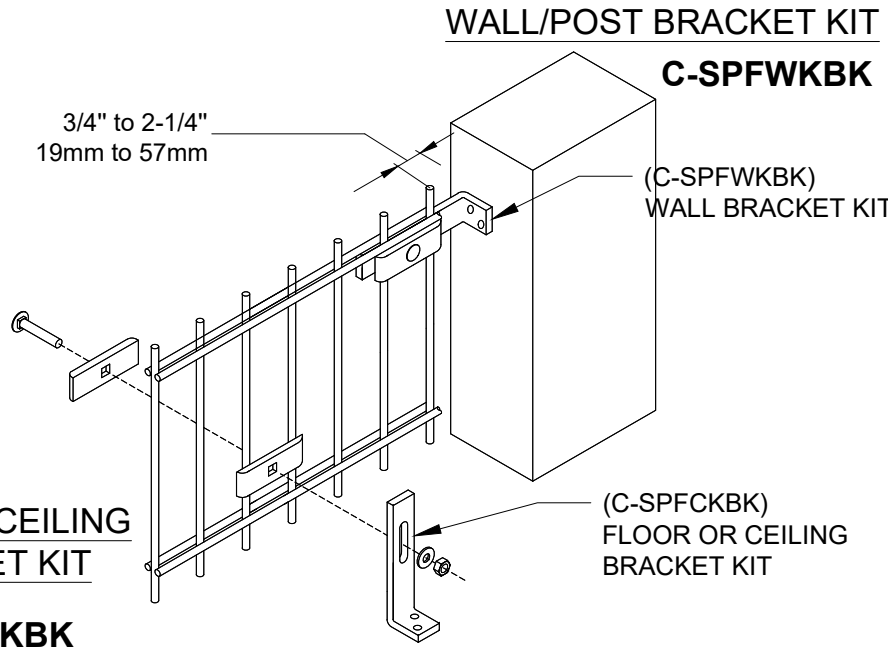
Universal Collar /
Attache Universelle



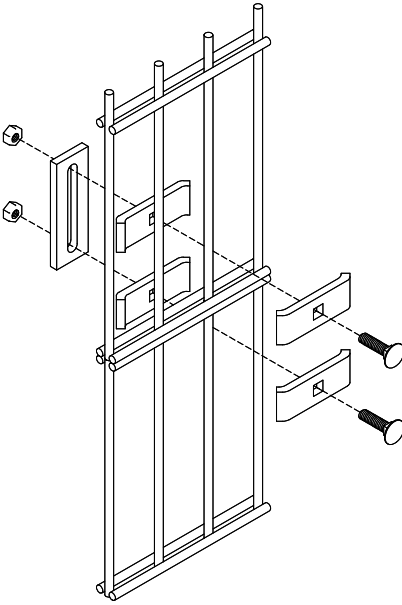
Flip panels for flush top.



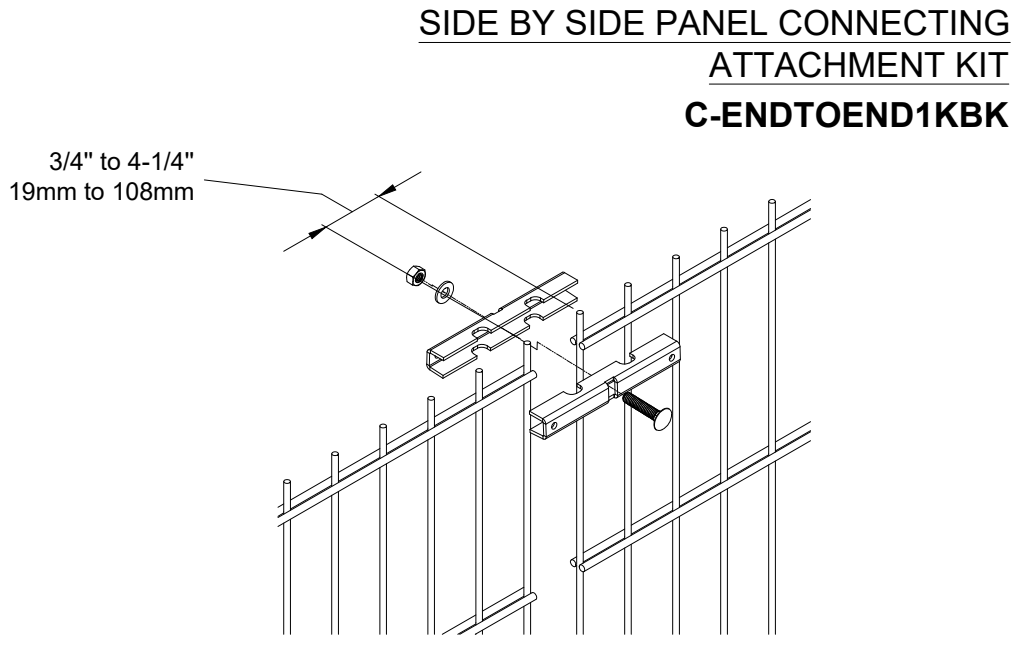
**WALL/POST BRACKET KIT
FOR ANGLE
C-SPFATKBK**



**WALL/POST BRACKET KIT
C-SPFWKBK**
3/4" to 2-1/4"
19mm to 57mm
(C-SPFWKBK)
WALL BRACKET KIT
**FLOOR/CEILING
BRACKET KIT
C-SPFCKBK**
(C-SPFCKBK)
FLOOR OR CEILING
BRACKET KIT

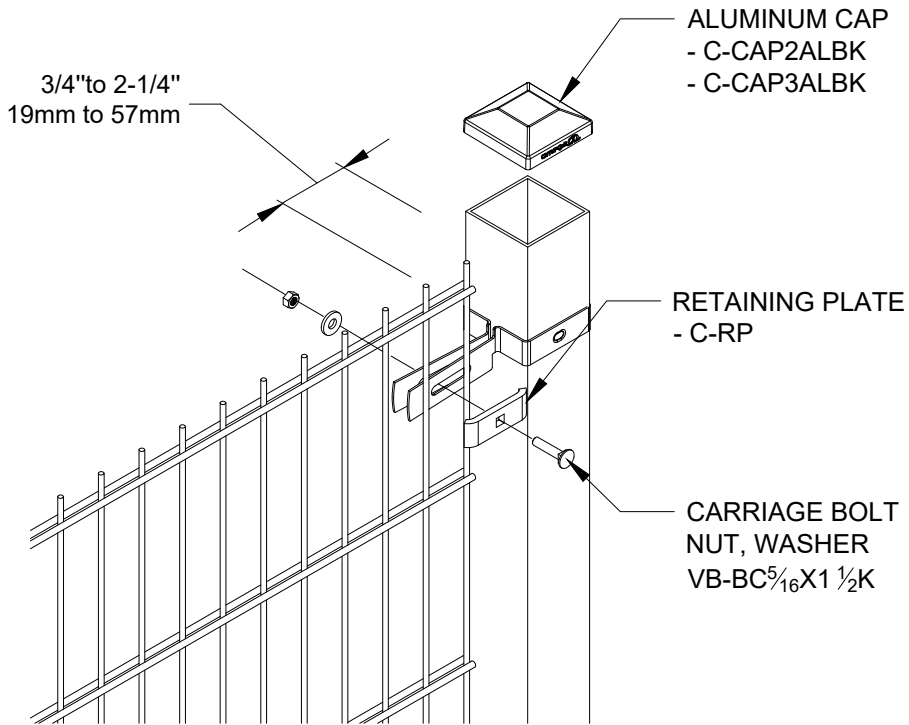


**STACKED PANEL CONNECTING
ATTACHMENT KIT
C-SPFNKKB**

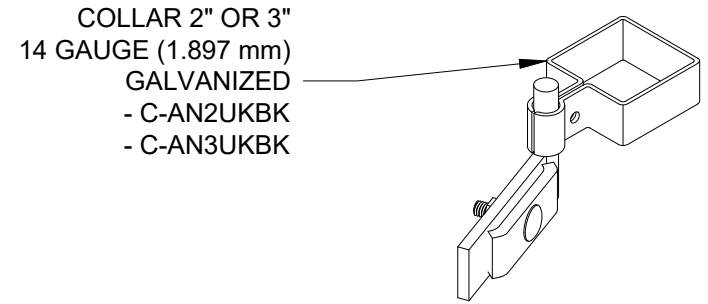
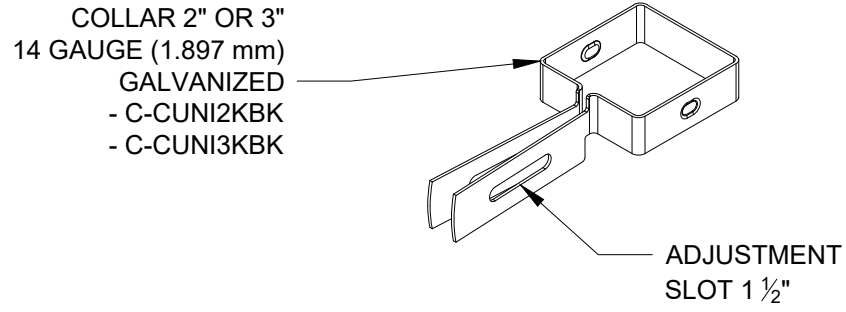
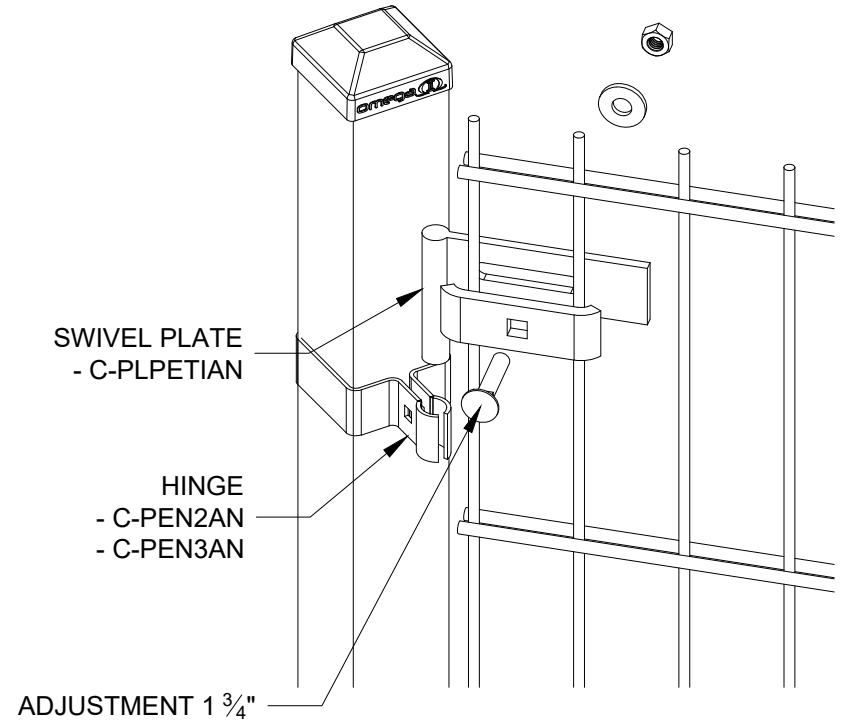


**SIDE BY SIDE PANEL CONNECTING
ATTACHMENT KIT
C-ENDTOEND1KKB**
3/4" to 4-1/4"
19mm to 108mm

UNIVERSAL BRACKET KIT 2" & 3"



UNIVERSAL ANGLE KIT 2" & 3"



ELITE DOUBLE WIRE PANEL STANDARD INSTALLATION

SQUARE POSTS INSTALLATION WITH UNIVERSAL BRACKET KIT 14 GA

GRADING

THE GROUND SHALL BE GRADED TO AN EASY EVEN SLOPE ALL ALONG THE LENGTH OF THE AREA WHERE THE FENCE IS TO BE INSTALLED.

INSTALLATION

INSTALL THE FENCE ALONG THE SPECIFIED AREA. THE FENCE SHALL BE INSTALLED A DISTANCE OF A MINIMUM OF 1" (25 mm) AND MAXIMUM OF 4" (100 mm) ABOVE THE GROUND SURFACE.

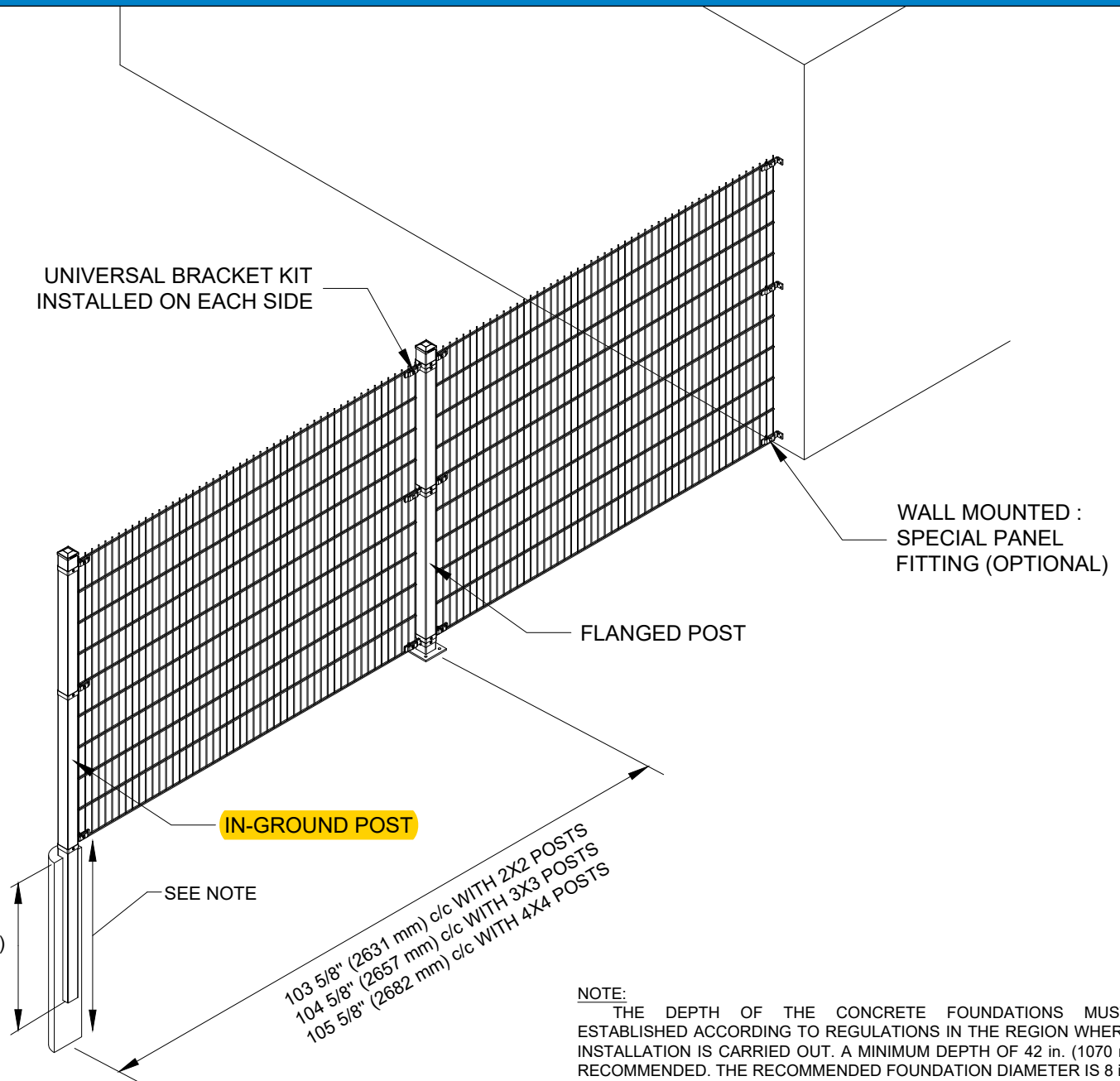
INSERT ALL THE POSTS VERTICALLY AT ITS PROPER HEIGHT IN CONCRETE. ONCE THE CONCRETE IS SET, THE MESH SECTIONS ARE FASTENED TO THE POSTS WITH THE UNIVERSAL BRACKET KITS. THE BRACKETS SLOT ALLOWS FOR ADJUSTMENTS OF ±1-1/2" (38 mm).

WHEN ANY POST OR WIRE MESH SECTION IS FIELD CUT, A ZINC RICH PRIMER MUST BE APPLIED TO THE EXPOSED ENDS; AFTER, AN OMEGA TOUCH-UP PAINT MATCHING THE PROPER COLOR SHALL BE USED.

THE MESH SHALL BE INSTALLED ACCORDING TO OWNERS INSTRUCTIONS WITH THE FOLLOWING OPTIONS:

- 1) PICKETS UPWARDS (SHOWN) OR DOWNWARDS

FOR LARGER FENCE DETAILS, VISIT OUR WEB SITE'S TECHNICAL PAGE



NOTE:
THE DEPTH OF THE CONCRETE FOUNDATIONS MUST BE ESTABLISHED ACCORDING TO REGULATIONS IN THE REGION WHERE THE INSTALLATION IS CARRIED OUT. A MINIMUM DEPTH OF 42 in. (1070 mm) IS RECOMMENDED. THE RECOMMENDED FOUNDATION DIAMETER IS 8 in. (200 mm) FOR A COMMERCIAL SITE AND 6 in. (152 mm) FOR RESIDENTIAL INSTALLATION. REGULATIONS OF THE REGION TAKES PRECEDENCE OVER THE SPECIFICATIONS MENTIONED ABOVE.

UNIVERSAL ANGLE BRACKET KITS FOR ELITE DOUBLE WIRE

IMPORTANT DETAILS ON INSTALLING THE UNIVERSAL ANGLE BRACKET KIT

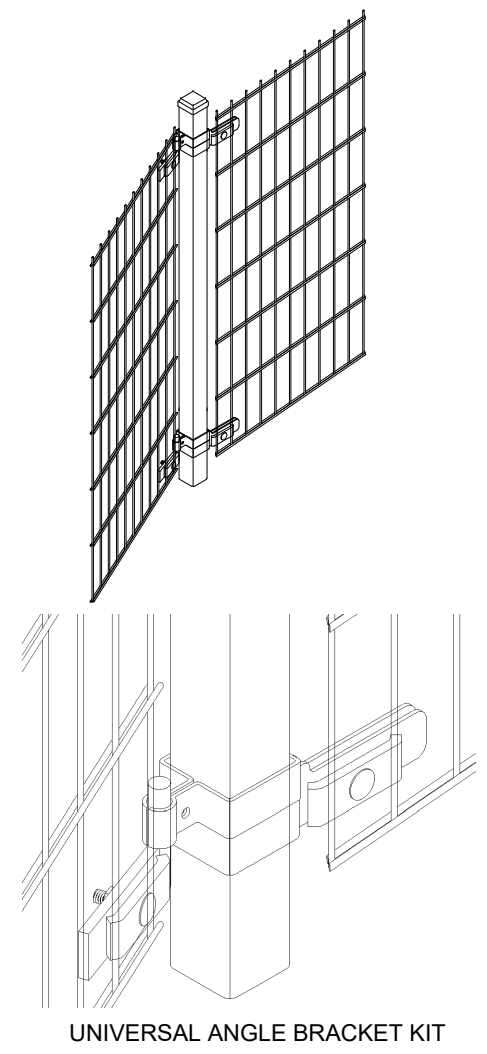
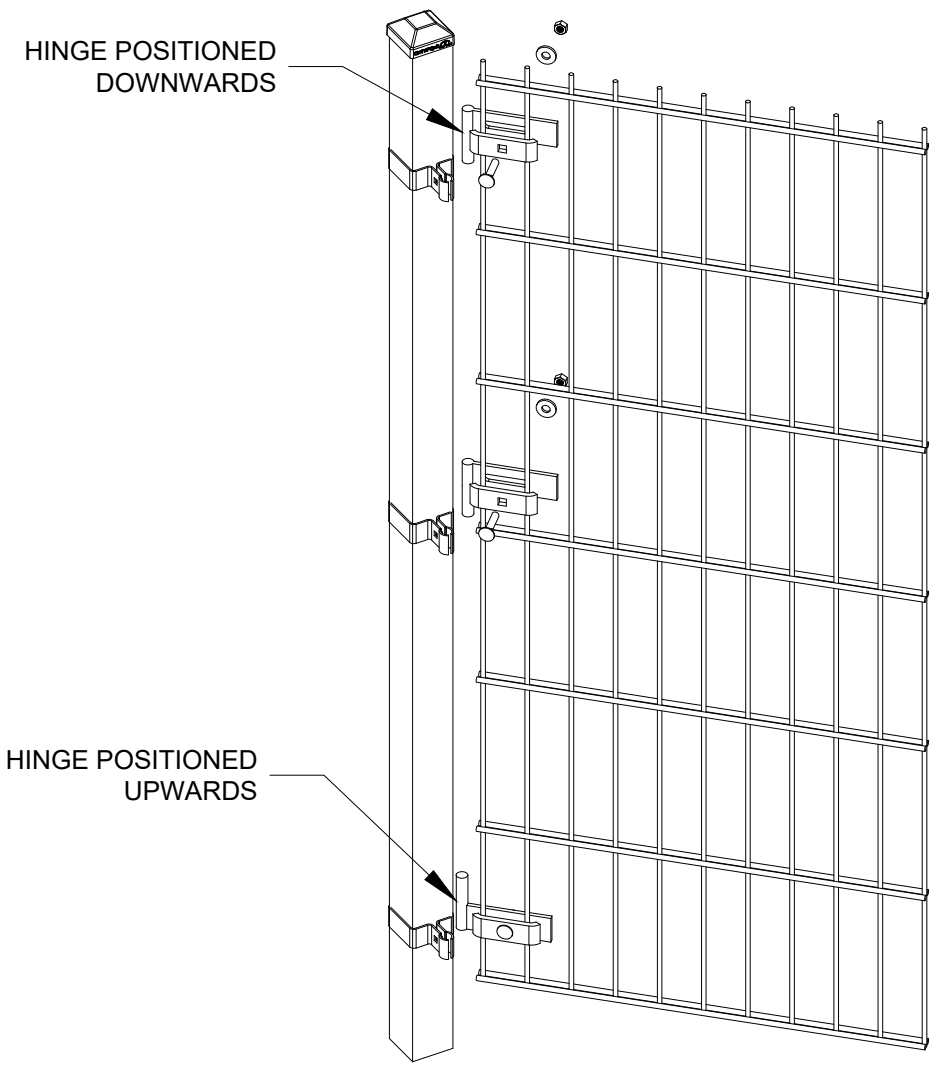
RECOMMENDATIONS

IT IS VERY IMPORTANT WHEN INSTALLING TO PAY SPECIAL ATTENTION TO THE ORIENTATION OF THE HINGES.

FOR SECURITY REASONS AND FOR EQUIPMENT PROTECTION, AT LEAST TWO HINGES MUST BE POSITIONED IN OPPOSITE DIRECTIONS.

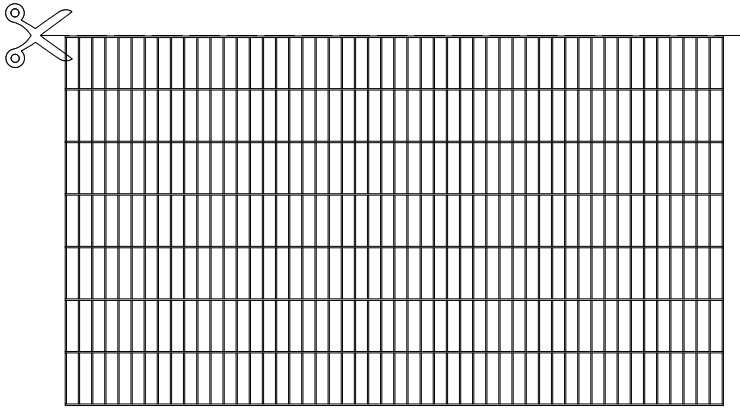
THE FOLLOWING FIGURE ILLUSTRATES THE DETAILS OF THE INSTALLATION.

NOTES:
FOR COLORS OTHER THAN BLACK, ALL PIECES ARE POWDER COATED EXCEPT BOLT, SCREWS AND NUTS



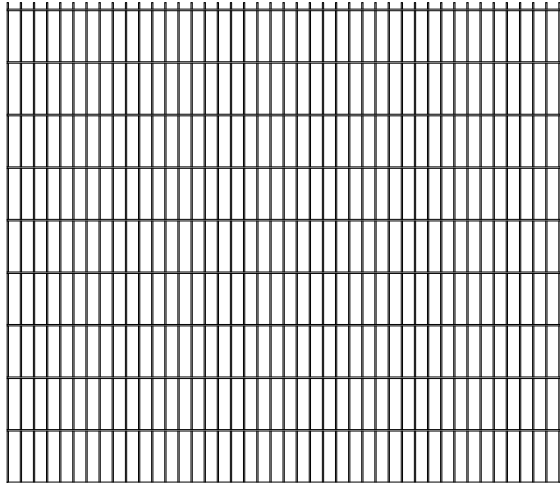
ANGLE INSTALLATION:
INSERT ONLY THE FIRST VERTICAL WIRE INTO RETAINING PLATE, ANGLE PANEL AND TIGHTEN THE NUT.

HORIZONTAL CUT



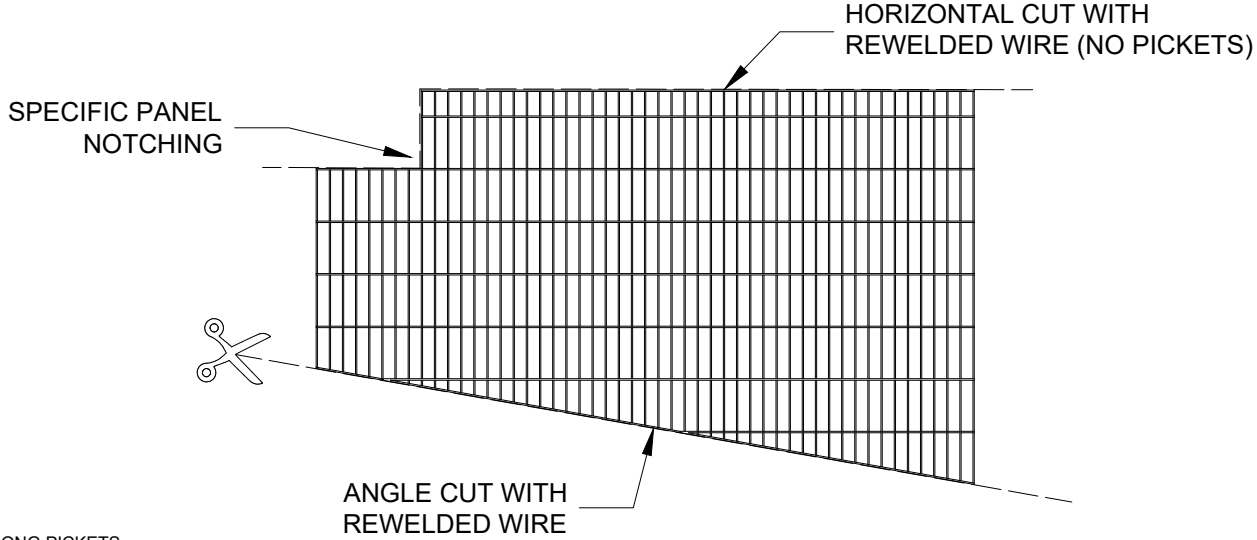
OPTIONAL PICKETS SHALL BE NO MORE THAN 1" FOR VERTICAL WIRES
NOTE : ALWAYS CUT ALONG CLOSEST WIRE

VERTICAL CUT



NOTE : ALWAYS CUT ALONG CLOSEST WIRE

ANGLE CUT, CUSTOM CUT OR COMBINATION



SPECIFIC PANEL NOTCHING

HORIZONTAL CUT WITH REWELDED WIRE (NO PICKETS)

ANGLE CUT WITH REWELDED WIRE

REQUIRES RE-WELDED WIRE TO AVOID LONG PICKETS

BRACKET SYSTEMS FOR DOUBLE WIRE



www.omegatwo.com 1 800 836-6342

NAME	BRACKET IMAGE	INSTALLATION IMAGE	PRODUCT NUMBER	REQUIRED BRACKETS		COMMENTS
				PANEL HEIGHT	NUMBER OF BRACKETS PER PANEL	
Universal Collar bracket (Kit)			C-CUNI2KXX For 2" post C-CUNI3KXX For 3" post	4' H	6	For standard use on line or end posts (straight run panels or 90-degree angle) Brackets allow 1 1/2" adjustment. (Hot-dipped galvanized)
				6' H	6	
				8' H	8	
Universal Collar bracket Tamper proof (Kit)			C-SECU2KXX For 2" post C-SECU3KXX For 3" post	4' H	6	Same as above with Tamper proof nut (VB-N5/16TAMP), without washer.
				6' H	6	
				8' H	8	
Universal angle bracket (Kit)			C-AN2UKXX For 2" post C-AN3UKXX For 3" post With Tamper proof nut: C-AN2UTKXX / C-AN3UTKXX + VB-BIT5/16TAMP Tamperproof nut installation tool	4' H	6	For standard use on post and panel forming an angle. (Can be installed on straight panels run) Brackets allow 1-5/8" adjustment. At least 2 hinges must be positioned in opposite directions (Hot-dipped galvanized)
				6' H	6	
				8' H	8	
Wall/post bracket (Kit)			C-SPFWKXX With Tamper proof nut: C-SPFWTKXX + VB-BIT5/16TAMP Tamperproof nut installation tool	4' H	6	On posts for heavy duty & high security or for wall mount installation or posts 2" or larger. Brackets allow 3/4" to 2-1/4" between walls (or posts) and panels. (Hot-dipped galvanized)
				6' H	6	
				8' H	8	
Wall/post angle bracket (Kit)			C-SPFAKXX Or with Tamper proof nut: C-SPFATKXX + VB-BIT5/16TAMP Tamperproof nut installation tool	4' H	6	Used for posts larger than 3" or wall mount. Brackets allow 1-5/8" adjustment. At least 2 hinges must be positioned in opposite directions (Hot-dipped galvanized)
				6' H	6	
				8' H	8	
Universal facemount bracket (Kit)			C-FUNIKXX	4' H	4	Universal bracket for face-mount installation on straight run or internal 90-degree corner. Brackets allow 1/4" adjustment. (Hot-dipped galvanized)
				6' H	6	
				8' H	8	

For colors other than black, all parts are polyester powder coated except for the bolts, screws & nuts.

BRACKET SYSTEMS FOR DOUBLE WIRE

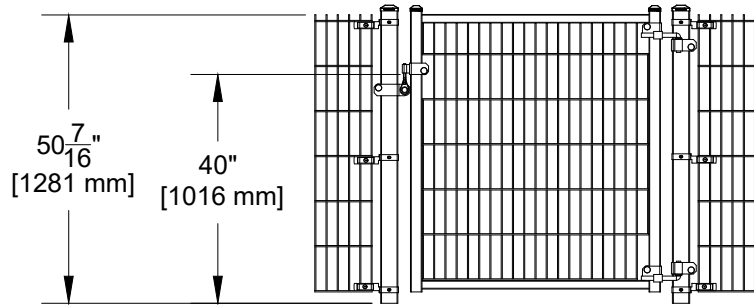


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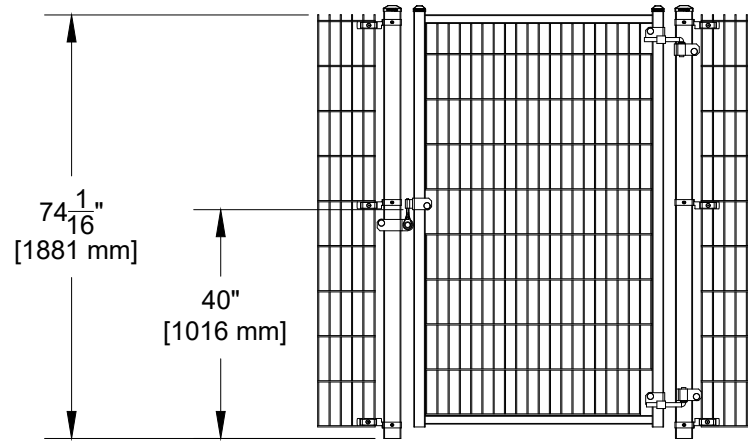
NAME	BRACKET IMAGE	INSTALLATION IMAGE	PRODUCT NUMBER	REQUIRED BRACKETS		COMMENTS
				PANEL HEIGHT	NUMBER OF CLAMPS PER POST	
Eye-U-clamp for round posts 2-3/8" and 3-3/8" (Kit)			C-EYEUCLAMP2KXX Round posts 2" to 2-1/2" C-EYEUCLAMP3KXX Round posts 3-1/8" to 3-1/2"	4' H	3	Used with existing or new round posts. 2 sizes available. Round posts and caps are not provided by Omega II Fence systems. (Hot-dipped galvanized)
				6' H	3	
				8' H	4	
Bracket to join 2 panels side by side (Kit)			C-ENDTOENDK1XX	PANEL HEIGHT	NUMBER OF CLAMPS PER PANELS	Bracket to connect 2 panels side by side For double wire panels only, not to use with Architectural panel. Spacing between panels Elite/Evolution: 1-5/8" to 2-5/16" Secur: 1-5/8" to 2-1/4" (Hot-dipped galvanized)
				4' H	4	
				6' H	5	
8' H	7					
Stacked panel connecting attachment (Kit)			C-SPFNKXX Or with Tamper proof nut C-SPFNTKXX + VB-BIT5/16TAMP Tamperproof nut installation tool	QUANTITY BASED ON REQUIRED STRENGTH	To stack panels on top of one another for additional support Same bracket for Architectural and Double wire (Hot-dipped galvanized)	
Ceiling/Floor Wall/ Post bracket (Kit)			C-SPFCKXX Or with Tamper proof nut C-SPFCTKXX + VB-BIT5/16TAMP Tamperproof nut installation tool	QUANTITY BASED ON INSTALLATION	Bracket to install a panel to ground or ceiling Brackets allow 1-5/8" c/c adjustment. Bolts, screw & nut galvanized finish only (Hot-dipped galvanized)	
Bracket kit for front wall (Kit)		 <small>Anchor not included.</small>	Elite/Evolution C-SPFWGEKXX Secur C-SPFWGSKXX + VB-BIT5/16TAMP Tamperproof nut installation tool	FOR INSTALLATION, USE FOUR BRACKETS IN THE CORNER & EACH 4' MINIMUM	Bracket for front wall mounting Attention: product code is different for Elite/Evolution & Secur panels (Hot-dipped galvanized)	
Custom brackets (Kit)			C-DIV		When standard brackets are not the solution, custom brackets can be made. Contact us for Sport field brackets	

For colors other than black, all parts are polyester powder coated except for the bolts, screws & nuts.

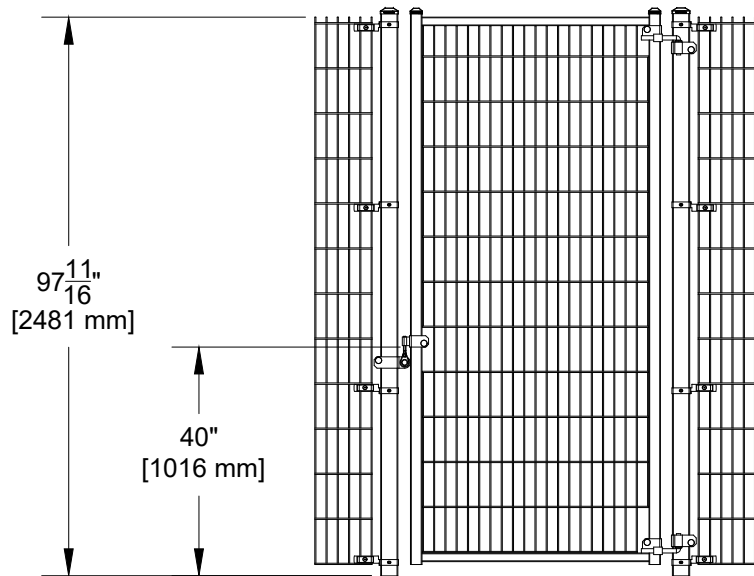
C-GPM30XX48



C-GPM30XX72



C-GPM30XX96



SURFACE FINISH

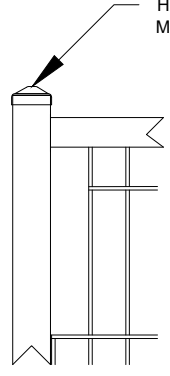
ALL OMEGA DOUBLE WIRE - ELITE GATES ARE COATED WITH POLYESTER POWDER COATING. POLYESTER COATING IS APPLIED BY AN ELECTROSTATIC METHOD AND AVAILABLE IN MANY COLORS. FOR MORE INFORMATION, PLEASE REFER TO SPECIFICATIONS.

ELITE DOUBLE WIRE SINGLE & DOUBLE SWING GATE MODEL GPM30

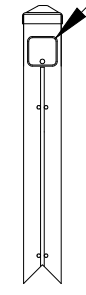
SECTION B-B FRAME & PANEL

PRE-GALV SQUARE TUBE,
HEIGHT 7' AND LESS → 2" 16GA
MORE THAN 7' → 2" 11GA

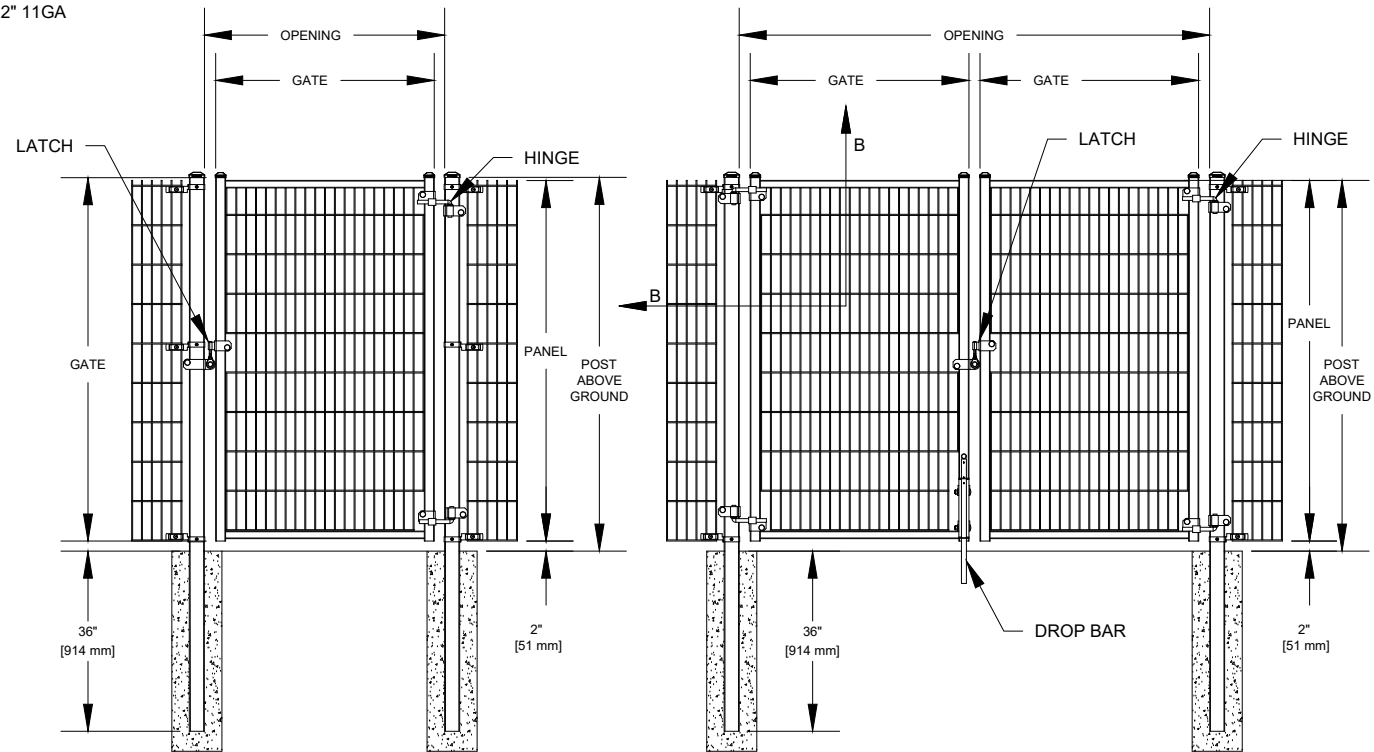
PRE-GALV SQUARE TUBE,
OPENING 19' AND LESS → 1,5" 16GA
MORE THAN 19' → 2" 11GA



EXTERIOR VIEW
- PANEL CENTERED IN FRAME



CL VERTICAL WIRE



Elite			
Panel	Minimum opening*	Maximum opening*	Post
4'-0"	3'	11'	3" x 3" 11 ga
	>11'	16'	4" x 4" 11ga
	>16'	19'	6" x 6" 3/16"
6'-0"	3'	9'	3" x 3" 11 ga
	>9'	13'	4" x 4" 11ga
	>13'	19'	6" x 6" 3/16"
8'-0"	3'	7'	3" x 3" 11 ga
	>7'	9'	4" x 4" 11ga
	>9'	19'	6" x 6" 3/16"

*The opening is base on the single gate model

• HINGES AND LATCHES CAN BE INSTALLED ON EITHER SIDES

NOTE: THE DEPTH OF THE CONCRETE FOUNDATIONS MUST BE ESTABLISHED ACCORDING TO REGULATIONS IN THE REGION WHERE THE INSTALLATION IS CARRIED OUT. A MINIMUM DEPTH OF 42 in. (1070 mm) IS RECOMMENDED. THE RECOMMENDED FOUNDATION DIAMETER IS 8 in. (200 mm) FOR A COMMERCIAL SITE AND 6 in. (152 mm) FOR RESIDENTIAL INSTALLATION. REGULATIONS OF THE REGION TAKES PRECEDENCE OVER THE SPECIFICATIONS MENTIONED ABOVE.



Omega II Fence Systems
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EL-12

OMEGA ELITE SINGLE SWING GATE

BARRIÈRE OMEGA ELITE À BATTANT SIMPLE

GATE POST DIMENSIONS

GATE HEIGHT	OPENING OF A SINGLE LEAF OVER	OPENING OF A SINGLE LEAF UP TO	POST
4'-0"	3'	11'	3" x 3" 11 ga
	11'	16'	4" x 4" 11ga
	16'	19'	6" x 6" 3/16"
6'-0"	3'	9'	3" x 3" 11 ga
	9'	13'	4" x 4" 11ga
	13'	19'	6" x 6" 3/16"
8'-0"	3'	7'	3" x 3" 11 ga
	7'	9'	4" x 4" 11ga
	9'	19'	6" x 6" 3/16"

NAME : MAMMOTH 180
PRODUCT NUMBER : C-LOCMAMBK

USES/PURPOSE :
 Medium Duty
 Gate frame : 2"x2"
 Square post : 3", 4", 6"
 Hinge gap : 9/16" to 1-3/8"
 Adjustable closing and latching speeds
 Recommended with panic bars if doors should remain shut.



LATCHES

NAME : MORTISE LATCH KIT
PRODUCT NUMBER : C-LOCINOX

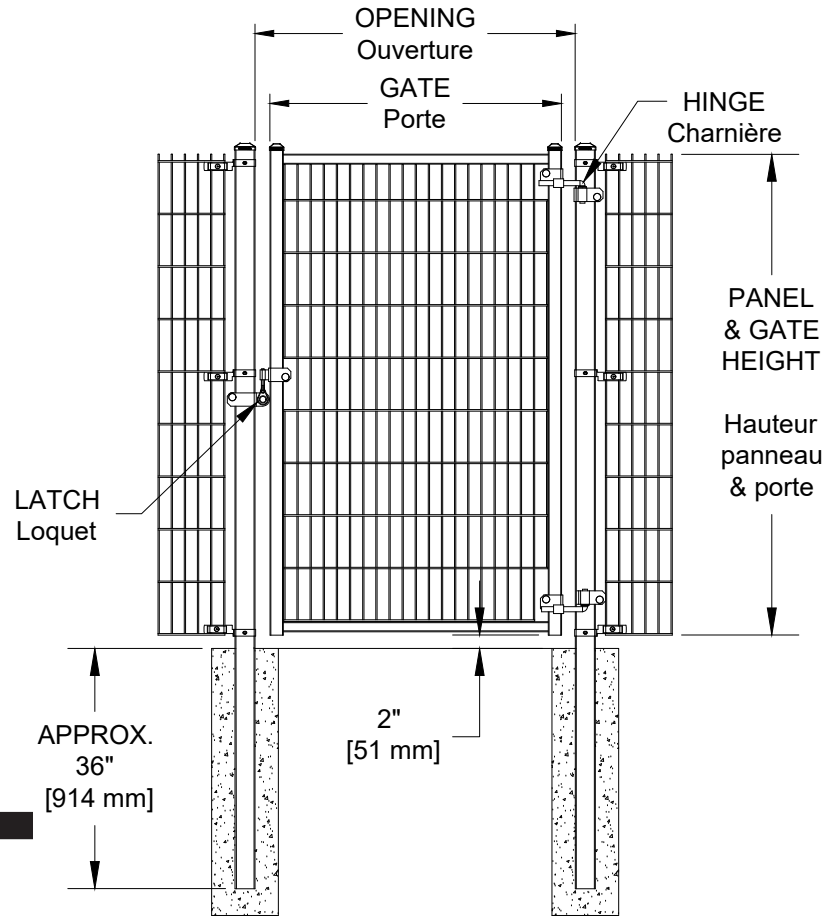
USES/PURPOSE :
 Medium Duty
 Gate frame : 2"x2"
 Square post : 3", 4", 6"
 Latch gap : 1-3/16"
 Material : Aluminium

Single and double swing gate
 Lock-box with key & receiver
 Pre-installed
 Cannot be installed with a panic bar on same gate



FINISH N/A* Silver

Gates sized for 48" opening with illustrated hardware



OPTIONAL HARDWARE

HINGES



NAME : 3DM
PRODUCT NUMBER : C-LOC3DM

USES/PURPOSE :

Light Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 7/8" ±5/16"
Qty: 2/kit



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST* 4" x 4"	POST* 6" x 6"
4'	11'	14'	14'
6'	8'	11'	15'
8'	7'	9'	15'

*Post for double swing gate only

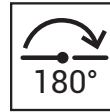
FINISH N/A* Stainless



NAME : GBMU
PRODUCT NUMBER : C-GBMU4D20PG

USES/PURPOSE :

Heavy Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 2-1/4" ±1
Qty: 2/kit



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	11'	15'	19'
6'	8'	11'	19'
8'	7'	9'	16'

FINISH N/A* Galvanized

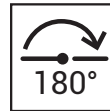
DOOR CLOSER



NAME : SPRING HINGE
PRODUCT NUMBER : C-PENSRING2

USES/PURPOSE :

Light Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 1" ±1/2"
Qty: 2/kit



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	8'6"	8'6"	8'6"
6'	8'	9'	9'
8'	6'	6'	6'

The hinges are reversible. Designed for 1-1/2" or larger steel gate frame
Recommended with panic bars if doors should remain shut.

FINISH N/A* Black
GV* Galvanized (optional)
SP* Special color (optional)



NAME : MAMMOTH 180
PRODUCT NUMBER : C-LOCMAMBK

USES/PURPOSE :

Medium Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 9/16" to 1-3/8"
Adjustable closing and latching speeds
Recommended with panic bars if doors should remain shut.



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	5'	5'	5'
6'	5'	5'	5'
8'	5'	5'	5'

FINISH BK* Black
SR* Silver (std for SP gate)



NAME : MAMMOTH HD
PRODUCT NUMBER : C-LOCMAMHDBK

USES/PURPOSE :

Heavy Duty
Gate frame : 2"x2"
Square post : 3", 4", 6"
Hinge gap : 9/16" to 1-3/8"
Adjustable closing and latching speeds
Recommended with panic bars if doors should remain shut.



STANDARD PANEL HEIGHT	SINGLE GATE OPENING (MAXIMUM)		
	POST 3" x 3"	POST 4" x 4"	POST 6" x 6"
4'	6'6"	6'6"	6'6"
6'	6'6"	6'6"	6'6"
8'	6'6"	6'6"	6'6"

FINISH BK* Black
SR* Silver (std for SP gate)

*The last 2 letters of the part codes show the selected finish of the product kit, for special color projects (SP), the small hardware remains in galvanized or stainless steel finish. Omega gates can be modified to receive almost any hardware chosen by the customers. Make, model and footprints will be required.

LATCHES

NAME : MORTISE LATCH KIT

PRODUCT NUMBER : C-LOCINOX



USES/PURPOSE :

Medium Duty
Gate frame : 2"x2"
Square post: 3", 4", 6"
Latch gap : 1-3/16"
Material : Aluminium

Single and double swing gate
Lock-box with key & receiver
Pre-installed
Cannot be installed with a panic bar on same gate

FINISH N/A* Silver

NAME : LATCH KITS

PRODUCT NUMBER : C-DDLLDAB



USES/PURPOSE :

Medium Duty
Gate frame : 2"x2"
Square post: 3", 4", 6"
Latch gap : 5/8" to 1-1/2",
ideal 3/4"

Single and double swing gate
Lock-box with key & receiver

FINISH N/A* Black

NAME : MAGNETIC LATCH

PRODUCT NUMBER : C-LOCFTMA



USES/PURPOSE :

Gate frame : 2"x2"
Square post: 3", 4", 6"
Latch gap : 7/8" ±1/2"

Single swing gate
Ideal for swimming pool or height restricted gates
Recommended use with door closer
Latch access height must be greater than 60"

FINISH N/A* Black

DROP BAR

NAME : KEY LOCKABLE DROP BOLT

PRODUCT NUMBER : C-LOCKDQF



USES/PURPOSE :

Medium duty
Gate frame : 2"x2"
Vertical lock extension: 5-1/2"
Single gate optional: 1 kit
Double gate standard: 1 kit
Double gate optional: 2 kits

FINISH N/A* Black
SR* Silver (std for SP gate)

SECTION 32 31 16 – WELDED WIRE FENCES AND GATES**PART I - GENERAL****1.01 SCOPE OF WORK**

Work described in this section includes materials, equipment, labor costs, including shipping of fences, gates and accessories.

1.02 RELATED WORK (Sections to consult)

****NOTE TO SPECIFIER** Delete any sections below not relevant to this project; add others as required.**

- A. Division 03 – Concrete
- B. ~~Division 04 – Masonry~~
- C. Division 31 – Earthwork
- D. Division 32 – Exterior Improvements
- E. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

****NOTE TO SPECIFIER** Delete Section F if motorized gates are not required.**

- F. ~~Division 26 – Electrical. For electrical service and connections for motor operators, controls, limit switches, other powered devices and for system disconnect switches.~~

1.03 REFERENCES

****NOTE TO SPECIFIER** Delete references from the list below that are not required by the text of the edited section.**

ASTM STANDARDS: American Society for Testing and Materials

A121 - 19	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
A123 / A123M - 17	Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
A153 / A153M - 16a	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
A500 / A500M - 18	Standard Specification for Cold Formed Welded and Seamless Carbon Steel Structural Tubing in Round Shapes.
A505 - 16	Standard Specification for Steel, Sheet and Strip, Alloy, Hot-Rolled and Cold-Rolled, General Requirements
A513/A513M - 19	Standard Specification for Electric-Resistance-Welded Carbon and Alloy Steel Mechanical Tubing
A641/A641M - 09a (2014)	Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
A653/A653M - 19	Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
A659/A659M - 18	Standard Specification for Commercial Steel (CS), Sheet and Strip, Carbon (0.16 Maximum to 0.25 Maximum Percent), Hot-Rolled
A787/A787M - 15a	Standard Specification for Electric-Resistance-Welded Metallic-Coated Carbon Steel Mechanical Tubing
A853 - 24 (2017)	Standard Specification for Steel Wire, Carbon, for General Use
A1008 / A1008M - 18	Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
A1064 / A1064M - 18a	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
B6 - 18	Standard Specification for Zinc

B22 - 14	Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Shapes and Tubes.
D2247 - 15	Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
D2794 - 93 (2014)	Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
D3359 - 17	Standard Test Methods for Measuring Adhesion by Tape.
F626 - 14 (2019)	Standard Specification for Fence Fittings
F900 - 11 (2017)	Standard Specification for industrial and commercial swing gates.
F934 - 96 (2017)	Standard Specification for Standard Colors for Polymer-Coated Chain Link Fence Materials.
F1043 - 18	Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Fence Framework.
F1184 - 16	Standard Specification for industrial and commercial horizontal slide gates.
F2919 / F2919M - 12 (2018)	Standard Specification for Welded Wire Mesh Fence Fabric (Metallic-Coated or Polymer Coated) with Variable Mesh Patterns or Meshes Greater than 6 in² [3871 mm²] in Panels
F2957 - 13(2019)e1	Standard Specification for Ornamental Aluminum Fence Systems

CSA STANDARDS: Canadian Standards Association

A23.1:19/A23.2:19	Concrete Materials and Methods of Concrete Construction / Test Methods and Standard Practices for Concrete
G164-18	Hot Galvanization of Irregularly Shaped Articles.

CGSB STANDARDS: Canadian General Standards Board

CAN/CGSB-138.1-2019	Fabric for Chain Link Fence
CAN/CGSB-138.2-2019	Steel Framework for Chain Link Fence
CAN/CGSB-138.3-2019	Installation of Chain Link Fence
CAN/CGSB-138.4-2019	Gates for Chain Link Fence

1.04 SUBMITTALS

- A. Product Data: Material descriptions, dimension of individual components and profiles, and finishes for the following:
1. Fence, gate posts, brackets, rails and fittings.
 2. Gates and hardware.

****NOTE TO SPECIFIER** Sections 3 & 4 are for gate operators and motors for automatic gates. Add if needed, delete if not required.**

- ~~3. Gate operators, including operating instructions.~~
- ~~4. Motors: Show nameplate data, ratings, characteristics, and mounting arrangements.~~

- B. Shop Drawings: In accordance to Section 01 33 00 with six (6) copies:
1. Show locations of fence, each gate, posts, rails, and details of gate swing direction, or other operation, hardware, and accessories.
 2. Indicate materials, dimensions, sizes, weights, and finishes of components.
 3. Include plans, elevations, sections, gate swing direction and other required installation and operational clearances, and details of post anchorage, attachment and bracing.
 4. Installation recommendations and instructions by manufacturer describing all details for a typical fence and gates.

****NOTE TO SPECIFIER** Section 5 if for gate operators for automatic gates. Add if needed, delete if not required.**

- 5. ~~Gate Operator: Show locations and details for installing operator components, switches, and controls. Indicate motor size, electrical characteristics, drive arrangement, mounting, and grounding provisions.~~

****NOTE TO SPECIFIER** Section 6 is for wiring diagrams for automatic gates. Add if needed, delete if not required.**

- 6. ~~Wiring Diagrams: Power and control wiring, communication features, and access control features. Differentiate between factory-installed and field-installed wiring and between components provided by fence manufacturer and those provided by sections.~~

****NOTE TO SPECIFIER** Delete if not required. A Color sample available upon request**

- C. ~~Verification Samples: For each finish product specified, two (2) samples, minimum size 6 in (150 mm) long, representing actual standard/optional color or color chips for custom color.~~
- D. ~~Qualification Data: For firms and persons specified in "Quality Assurance" article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.~~
- E. Maintenance Data: Material Safety Data Sheet available upon request.

1.05 SUBSTITUTION OF PRODUCTS

To enable all tenders to be judged equitably, they shall be based on the specified products in this document and shown on the drawings:

- A. The proposal for any substitute products must be attached to their tender separately, identifying the substitution product by its trade name along with any savings it may represent.
- B. Following the opening of the tender, only the substitutions proposed by the lowest bidder of the specified products will be considered.
- C. All substitutions approval requests shall be accompanied by manufacturing drawings and specifications, and they meet all specifications for design, size gauge of metal parts and fabrication.
- D. Each substitution sample must be presented to the owner/consultant within seven days following the opening of tenders. After this time, the bidder will be required to supply the original specified product.
- E. The owner/consultant reserves the right to grant or deny approval for proposed substitutions without prejudice to this right and the decision shall be final.
- F. Fencing products must be entirely interchangeable, if applicable, with already installed material.
- G. The above conditions apply to this section independently of any other clauses on the subject found in this document.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed installations of fences and gates similar in material, design, and extent to those indicated for this project and whose work has resulted in construction with a record of successful in-service performance.
- B. Source Limitations for Fences and Gates: Obtain each color, grade, finish, type, and variety of components for fences and gates from one source with resources to provide fences and gates of consistent quality in appearance and physical properties.

****NOTE TO SPECIFIER** For electric gates only. Add if needed, delete if not required.**

- C. ~~Electrical Components, Devices, and Accessories: Listed and labelled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.~~

****NOTE TO SPECIFIER** For electric gates only. Add if needed, delete if not required.**

- D. UL Standard: Provide gate operators that comply with UL 325.

****NOTE TO SPECIFIER** Add if needed, delete if not required.**

- E. ~~Emergency Access Requirements: Comply with requirements of authorities having jurisdiction for automatic gate operators serving as a required means of access.~~
 - 1. ~~Coordinate with door hardware and site security requirements.~~
 - 2. ~~Coordinate direction of entering and exiting traffic with life safety plans.~~

1.07 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify local utility making services before beginning work.
 - 2. Unless otherwise indicated in the general provisions of the contract, notify the Architect no less than two (2) days in advance of proposed utility interruptions.
 - 3. Do not proceed with utility interruptions without Architect's written permission.

- B. Field Measurements: Verify layout information for fences and gates shown on drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

PART II - THE PRODUCT

2.01 MANUFACTURER

OMEGA II FENCE SYSTEMS™

A division of Metaltech - Omega Inc.
1735, St-Elzéar west
Laval (Quebec), Canada
H7L 3N6

Tel: 800-836-6342 / 450-686-9600
Fax: 450-681-5318
Email: customerservice@omegatwo.com
Web site: www.omegatwo.com

****NOTE TO SPECIFIER** Delete one of the following two paragraphs: Coordinate with requirements on product options and substitutions.**

- A. ~~Substitutions: Not permitted.~~
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirement:
1. All substitution approval requests shall be accompanied by manufacturing drawings and specifications, and they shall meet all specifications for design, size, gauge of metal parts, and fabrication.

****NOTE TO SPECIFIER** Product is galvanized and finished with a polyester-coated finish. Add if needed, delete if not required.**

2.02 COATINGS

A. Zinc coating:

1. Wire meshes are coated with 0.5 oz/ft² (150 g/m²) zinc in conformity with ASTM A641 Class 1.
2. Square fence posts, swing gate frame and posts:

****NOTE TO SPECIFIER** Select according to square tube thickness. Delete if not required.**

- a. Thickness of 11GA (0.120 in or 3.0 mm) or less: Zinc coated (pre-galvanized process) with a minimum of 0.9 oz/ft² (275 g/m²) as per ASTM A653 Grade 90.
- b. ~~Thickness over 1/8 in (3.2 mm): Coated with a minimum of 2.3 oz/ft² (705 g/m²) zinc (hot-dip galvanizing) in conformity with ASTM A123 Grade 100.~~

B. Polyester Coating:

Polyester coating to be minimum 4 mils applied by an electrostatic process. Coating shall cover all surfaces of the wire and post sections. Coating shall be capable of withstanding the following tests:

1. Mechanical adhesion test as per ASTM D3359 - Method B.
2. Shock resistance tests as per ASTM D2794.
3. Salt spray testing with a minimum of 1 000 hours without red rust appearance, as per ASTM B117.
4. Humidity resistance in a weather meter chamber as per ASTM D2247.
5. Exposure to ultraviolet light with exposure of 1 000 hours using apparatus Type E and 63°C as per ASTM D1499.

C. Polyester Surface Coating Colors:

****NOTE TO SPECIFIER** Select one: standard black or optional color coating below. Delete options not required. See Omega II Fence Systems' website - or [color chart as per a RAL code].**

1. Standard Coating: Black, RAL 9004 (30% Gloss).
2. Gloss Coating: Signal white, RAL 9003 (85%-90% Gloss).
3. Gloss Coating: Silver grey, RAL 7001 (85%-90% Gloss).
4. Gloss Coating: Basalt grey, RAL 7012 (85%-90% Gloss).
5. **Gloss Coating: Fir green, RAL 6009 (85%-90% Gloss).**

6. Gloss Coating: Chocolate brown, RAL 8017 (55%-60% Gloss).
7. Gloss Coating: Signal red, RAL 3001 (85%-90% Gloss).
8. Gloss Coating: Taupe brown. (50%-60% Gloss).
9. Textured Coating: Signal yellow, RAL 1003 (85%-90% Gloss).
10. Textured Coating: Sapphire blue, RAL 5003 (50%-60% Gloss).
11. Metallic Coating: Silver (85%-90% Gloss).
12. Metallic Coating: Silver vein (85%-90% Gloss).
13. Metallic Coating: Copper vein (85%-90% Gloss).
14. Corten Steel Look: Rust (\pm 6 months).
15. Corten Steel Look: Dark Rust (\pm 2 years).
16. Custom Coating: [____] [Match RAL ____] [Gloss ____].
17. Custom Coating: Color Match [Provide metal color sample].

2.03 MATERIALS

2.03.1 MODEL “ELITE” FENCE AND ACCESSORIES

**** NOTE TO SPECIFIER **Select desired nominal panel height. Customized dimensions available upon request.**

A. Panel Height:

1. 4-foot-high nominal panels: 48-7/16 in (1 230 mm).
2. **6-foot-high nominal panels: 72-7/16 in (1 830 mm).**
3. 8-foot-high nominal panels: 96-7/16 in (2 430 mm).
4. Multiple of stacked panels.

B. Model “ELITE” – Steel Mesh Fence Panels:

1. 98-5/8 in (2505 mm) wide, welded by one vertical wire of 6 gauge (0.192 in or 4.9 mm) placed between two horizontal wires of 4 gauge (0.225 in or 5.72 mm) to form rectangles 1-15/16 x 7-7/8 in (50.0 x 200.0 mm).
2. Cold rolled annealed wire made of AISI Grade 1018 steel with tensile strength of at least 75 000 psi (515 Mpa) in accordance with ASTM A853.
3. One end of the vertical wires of the panel shall extend 1 in (25.4 mm) from the last or the first horizontal wire to create a spiked top or bottom depending on installed position. The other end is cut flush.
4. Panel camber may not exceed 0.094 in (2.5 mm).

C. Square Posts:

Cold rolled 1008 grade steel to meet ASTM A500 and ASTM A787 and the following maximum horizontal loads, length as required for installation type:

The length of the posts is minimum 36 in (914 mm) more than the actual height of the fence for installation in the ground depending on local land code requirements (frost line).

1. Installation

**** NOTE TO SPECIFIER ** Select installation type. Delete option not required.**

- a. **In ground, post length as required for local frost line requirements**
- b. Surface mounted, flanged
- c. Custom

**** NOTE TO SPECIFIER **Select Post Size based on the panel height. Delete options not required.**

2. Post Size
 - a. For 4-foot-high nominal panels

**** NOTE TO SPECIFIER ** Select one the following 4-foot-high nominal panels. Delete options not required.**

Post Size	Gauge	Maximum horizontal load
2 in x 2 in (50.8 mm x 50.8 mm)	16 (1.6 mm)	329 pounds (1 463 N)
	11 (3.0 mm)	578 pounds (2 571 N)
3 in x 3 in (76.2 mm x 76.2 mm)	11 (3.0 mm)	1 383 pounds (6 152 N)

b. For 6-foot-high nominal panels

**** NOTE TO SPECIFIER ** Select one the following for 6-foot-high nominal panels. Delete options not required.**

Post Size	Gauge	Maximum horizontal load
2 in x 2 in (50.8 mm x 50.8 mm)	11 (3.0 mm)	385 pounds (1 713 N)
3 in x 3 in (76.2 mm x 76.2 mm)	11 (3.0 mm)	922 pounds (4 101 N)

c. For 8-foot-high nominal panels

**** NOTE TO SPECIFIER ** Select one the following for 8-foot-high nominal panels. Delete options not required.**

Post Size	Gauge	Maximum horizontal load
2 in x 2 in (50.8 mm x 50.8 mm)	11 (3.0 mm)	289 pounds (1 286 N)
3 in x 3 in (76.2 mm x 76.2 mm)	11 (3.0 mm)	691 pounds (3 074 N)

D. Post Brackets:

**** NOTE TO SPECIFIER ** Select Bracket Type. Delete option not required.**

1. Universal Collar Bracket Kit: Universal bracket for standard use on line or end posts. Includes the following: 14 gauge (1.9 mm) steel collar and wire retaining plate 1/4 in x 1 in (6.4 mm x 25.4 mm), nut, washer and carriage bolt 5/16 in x 1-1/4 in (7.9 mm x 31.8 mm), all galvanized steel.
 - a. For 90° turn, use the same bracket
 - b. For different angles, used the “Universal collar angle brackets”.

**** NOTE TO SPECIFIER ** Select number of brackets based on panel height. Delete options not required.**

- c. For 4-foot-high nominal panels: Provide 6 brackets per panel.
 - d. **For 6-foot-high nominal panels: Provide 6 brackets per panel.**
 - e. For 8-foot-high nominal panels: Provide 8 brackets per panel.
2. Spider Universal Bracket Kit: Universal bracket for face-mount installation on straight run or internal 90° corner. Designed for installation on 2 in (50.8 mm) and larger studs and consists of the following components: bent steel (3.2 mm thick x 47.6 mm wide x 25.4 mm) and a self-piercing steel screw (Ø 5.5 mm x 38.1 mm length).

**** NOTE TO SPECIFIER ** Select number of brackets based on panel height. Delete options not required.**

- a. For 4-foot-high nominal panels: Provide 4 brackets per post.
 - b. **For 6-foot-high nominal panels: Provide 6 brackets per post.**
 - c. For 8-foot-high nominal panels: Provide 8 brackets per post.
3. The Special Panel Fitting – SPE: Enables a panel to be fastened to any vertical or horizontal surface, such as a steel, concrete beam or a wood post. All hot dip galvanized. When wanting to fasten the panel to something other than a post, [use one or more] of the (3) different models described below:

**** NOTE TO SPECIFIER ** Select type. Delete options not required.**

- a. The **SPF-W Kit**: For mounting on a vertical surface, consists of an L-shaped slotted plate, which accommodates a 1-3/4 in (44.5 mm) vertical adjustment and a retaining plate that hold two (2) vertical wires when bolted together.
 - b. The **SPF-C Kit**: For horizontal surfaces, uses the same “L” shaped slotted plate and two (2) wire retaining plates.
 - c. The **SPF-P Kit**: Connects two (2) panels together.
 - d. The **SPF-A Kit**: For wall mount installation or posts 3 in (76.2 mm) and larger.
4. Eye-U-Shaped Bracket Kit: For use with existing round posts or new round posts installations. Includes the following: Stainless steel U rod 5/16 in (8 mm) diameter, rear flange in PVC 1-1/2 in x 1-1/8 in (37.8 x 28.4 mm), forehead support in PVC 5/8 in x 1-1/16 (15.2 x 27.5 mm) cosmetic plastic caps and nuts (M8).

**** NOTE TO SPECIFIER ** Select number of brackets based on panel height. Delete options not required.**

- a. For 4-foot-high nominal panels: Provide 3 brackets per post.
- b. **For 6-foot-high nominal panels: Provide 3 brackets per post.**
- c. For 8-foot-high nominal panels: Provide 4 brackets per post.

E. Post caps:

**** NOTE TO SPECIFIER ** Select type. Delete options not required.**

- 1. **Aluminum alloy**: For dimension posts 2 in x 2 in (50.8 mm x 50.8 mm), 3 in x 3 in (76.2 mm x 76.2 mm) and 4 in x 4 in (101.6 mm x 101.6 mm).
- 2. Galvanized steel: For larger dimensions.

F. Polyester powder coating: (See article 2.02B).

G. Concrete: (See article 3.05B)

NOTE TO SPECIFIER ** Select barbed wire spacing and type. Delete if barbed wire not required.

- H. ~~**Barbed wire**: Zinc or aluminum coated steel wire, double strand, 12 gauge (2.6 mm), twisted line wire with 4-point barbs, spaced approximately (choose one) 3 in or 5 in (76.2 mm or 127.0 mm) conforming to ASTM A121.~~
- I. ~~**Barbed wire supporting arms**: Pressed steel arms with provisions for attaching three (3) rows of barbed wire. Arms shall withstand 250 lb (113 kg) downward pull at outermost end of arm without failure. Arms are fastened to the posts.~~
- J. ~~**“V” shaped barbed wire supporting arms**: Pressed steel arms at both sides, with provisions for attaching six (6) rows of barbed wire. Arms shall withstand 250 lb (113 kg) downward pull at outermost end of arm without failure. Arms are fastened to the posts.~~

NOTE TO SPECIFIER ** Delete if overhang extension is not required. Larger dimensions are available on request.

- K. ~~**Option: Overhang**: The 45° extension has the same dimensions as the post 2 in x 2 in or 3 in x 3 in (50.8 mm x 50.8 mm or 76.2 mm x 76.2 mm) and measuring a minimum 18 in (460 mm) length. They are welded at the end of the square post by forming an angle of 45° and provided with two (2) kits of fasteners to receive a panel of 16 in (420 mm).~~

2.03.2 SINGLE / DOUBLE SWING GATES

A. Configuration:

NOTE TO SPECIFIER ** Select single, double, or as shown on the drawings if more than one type. Delete options not required.

1. Single swing.
2. Double swing.
3. Swing as shown on Drawings.

B. Gate Frames:

**** NOTE TO SPECIFIER ** Select for gates at most 7 ft (2 134 mm) high. Delete if not required.**

1. Two (2) 1-1/2 in x 1-1/2 in (38.1 mm x 38.1 mm) horizontal tubes and two (2) 2 in x 2 in (50.8 x 50.8 mm) vertical tubes, all 16 gauge (1.6 mm) tubes, welded at intersections to create a rigid frame, in accordance with ASTM F900.

**** NOTE TO SPECIFIER ** Select for gates over 7 ft (2 134 mm) high. Delete if not required.**

2. Two (2) 16 gauge (1.6 mm) 1-1/2 in x 1-1/2 in (38.1 mm x 38.1 mm) horizontal tubes and two (2) 11 gauge (3.0 mm) 2 in x 2 in (50.8 mm x 50.8 mm) vertical tubes, welded at intersections to create a rigid frame, in accordance with ASTM F900.

**** NOTE TO SPECIFIER ** Select for gates over 102-5/8 in (2 607 mm) wide. Delete if not required.**

3. Provide one (1) additional 16 gauge (1.6 mm) 1-1/2 in x 1-1/2 in (38.1 mm x 38.1 mm) vertical square tube for the first 102-5/8 in (2 607 mm) in width and one (1) for each subsequent 98-5/8 in (2505 mm) increments.

**** NOTE TO SPECIFIER ** Select for gates over 19 ft (5 791 mm) wide. Delete if not required.**

4. Tubes are substituted for 11 gauge (3.0 mm) square tubes.

C. Gate Posts:

Cold rolled from 1008 grade steel to meet ASTM A500 and ASTM A787. Posts are to include cap and SPF-W Kit for adjacent panel mounting. Length as required for installation type:

**** NOTE TO SPECIFIER ** Select post installation type. Delete option not required.**

1. Installation:
 - a. In ground, post length as required for local frost line requirements
 - b. Surface mounted, flanged

**** NOTE TO SPECIFIER ** Select post size based on panel and opening dimensions. Delete options not required.**

2. Post Size:
 - a. For fences with 4-foot-high nominal panels:

**** NOTE TO SPECIFIER ** For fences with 4-foot-high nominal panels. Delete option not required.**

Opening Dimension	Post Size
3 ft to 11 ft	3 in x 3 in (76.2 mm x 76.2 mm) 11 gauge (3.0 mm)
> 11 ft to 16 ft	4 in x 4 in (101.6 mm x 101.6 mm) 11 gauge (3.0 mm)
> 16 ft to 19 ft	6 in x 6 in (152.4 mm x 152.4 mm) 3/16 in (4.8 mm)

b. For fences with 6-foot-high nominal panels:

**** NOTE TO SPECIFIER ** For fences with 6-foot-high nominal panels. Delete options not required.**

Opening Dimension	Post Size
3 ft to 9 ft	3 in x 3 in (76.2 mm x 76.2 mm) 11 gauge (3.0 mm)
> 9 ft to 13 ft	4 in x 4 in (101.6 mm x 101.6 mm) 11 gauge (3.0 mm)
> 13 ft to 19 ft	6 in x 6 in (152.4 mm x 152.4 mm) 3/16 in (4.8 mm)

c. For fences with 8-foot-high nominal panels:

**** NOTE TO SPECIFIER ** For fences with 8-foot-high nominal panels. Delete options not required.**

Opening Dimension	Post Size
3 ft to 7 ft	3 in x 3 in (76.2 mm x 76.2 mm) 11 gauge (3.0 mm)
> 7 ft to 9 ft	4 in x 4 in (101.6 mm x 101.6 mm) 11 gauge (3.0 mm)
> 9 ft to 19 ft	6 in x 6 in (152.4 mm x 152.4 mm) 3/16 in (4.8 mm)

d. For fences with panels over 8 ft high:

**** NOTE TO SPECIFIER ** For fences with panels over 8 ft high. Delete options not required.**

Post Size: Custom engineering by the manufacturer.

D. Gate Hardware:

1. Standard Hardware: Hot-dip galvanized steel in conformity with ASTM F900, sized to assure proper gate operation. Non-moving parts shall be powder coated.
 - a. Hinge: Structurally designed to support all gates without deformation during opening and closing.
 - b. Latch: Clamp-on gravity system that is self latching. Includes the following:
 - Self-locking Device: With padlock eyes as an integral part of latch.

**** NOTE TO SPECIFIER ** Include for double gates. Delete if not required.**

2. ~~Additional Hardware for Double Gates:~~
 - a. ~~Drop bar: Secure one gate in closed position, with stop pipe to engage the center drop rod.~~

**** NOTE TO SPECIFIER ** Optional hardware. Delete options not required.**

3. Optional Hardware:
 - a. Spring Hinge: For self-closing gate mechanism. [Replace Standard Hinge]
 - b. Panic Bar and Plate: (Dorex 8500). For quick unlocking during an emergency. [Replace Standard Latch]
 - c. Double Gate Keyed Lock: LOCINOX (LAKQ U2) with double levers, both sides of gate. [Replace Standard Latch]
 - d. Kick Plate: To prevent marring of the door by shoe marks.
 - e. Other: [Insert brand and model of optional hardware required]

E. Polyester Coating: (See article 2.02B)

F. Concrete: (See article 3.05)

2.03.3 CANTILEVER GATES

PART III - EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance.
- B. Do not begin installation before final grading is completed, unless otherwise permitted by Architect.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 ft (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.03 IN-GROUND CONCRETE INSTALLATION

- A. Install fencing on established boundary lines inside property line
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacing indicated, in firm, undisturbed or compacted soil.
- C. Post Setting: Set posts in concrete footing. Protect portion of posts above ground from concrete splatter. Place concrete around posts and consolidation. Using mechanical devices to set posts is not permitted. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations until concrete is sufficiently cured.
 - 1. Dimensions and Profile: As indicated on Drawings.
 - 2. Space line posts uniformly at center to center.
 - 3. Exposed Concrete Footings: Extend concrete 2 in (50.8 mm) above grade. Smooth and shape to shed water.
 - 4. Concealed Concrete Footings: Stop footings [2 in (50.8 mm) <Insert dimension> below grade [as indicated on Drawings] to allow covering with surface material.
 - 5. Posts Set into Concrete in Sleeves: Use steel pipe sleeves pre-set and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with [non shrink, non-metallic grout,] [anchoring cement,] mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
 - 6. Posts Set into Concrete in Voids: Form or core drill holes not less than 5 in (125 mm) deep and 3/4 in (19.1 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill granular space between post and concrete with [non-shrink, non-metallic grout,] [anchoring cement,] mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
 - 7. Flange Post Installation: Bolt mounting plates attached to each post to slab or structure as indicated, using expansion bolts.

3.04 FENCE INSTALLATION – Model “ELITE”

- A. Install the fence along the specified layout according to the drawings. The fence panel shall be installed to maintain a clear minimum distance of 1-1/4 in (31.8 mm) and a maximum distance of 2 in (50.8 mm) from the ground surface. Holes for posts shall be at least 8 in (200 mm) in diameter and at least 42 in (1 070 mm) deep.
- B. Posts shall be adequately supported within the concrete forms to maintain the required positioning and prescribed level until concrete has set. All necessary anchors and posts shall be at a minimum depth of 36 in (914 mm) into the ground.
- C. Square Post Installation: Once the concrete is set, the fence sections are fastened to the posts with the desired bracket type.

**** NOTE TO SPECIFIER ** Select installation type. Delete option not required.**

- a. Universal Collar Bracket Kit: Brackets slot allows for adjustments of ± 1-1/2 in (38.1 mm) on each side. Always install the brackets flush with horizontal wire of the panel (no gap).

Post Size	Post Spacing C/C
2 in x 2 in (50.8 mm x 50.8 mm)	103-5/8 in (2 631 mm)
3 in x 3 in (76.2 mm x 76.2 mm)	104-5/8 in (2 657 mm)

- b. Spider Universal Bracket Kit: Brackets slot allows for adjustments of ± 1/2 in (12.7 mm) on each side.

Post Size	Post Spacing C/C
All Post Sizes	99-7/16 in (2 525 mm)

- D. For the fence to follow slopes, it is required to step the fence sections. The Universal bracket on square posts can be slid along the post at the desired height and should always be install flush with horizontal wire (no gap). When faced with a steep slope, it will be necessary to order longer posts and panels cut in half as to keep the gap under the panel to a minimum.
- E. Upon cutting or trimming a post or a wire mesh section, apply a zinc rich primer to the exposed ends and finish with the matching touch-up paint supplied by the manufacturer.
- F. Panels must be installed as instructed by client:
 - 1. Spikes pointed up or down for safety

3.05 CAST-IN-PLACE CONCRETE

- A. General: Comply with ACI 301 for cast-in-place concrete.
- B. Materials: Portland cement complying with ASTM C150 <Insert type if required>, aggregates complying with ASTM C33, and potable water [for ready-mixed concrete complying with ASTM C94]. [Measure, batch, and mix Project-site-mixed concrete according to ASTM C94.]
- C. Concrete Mixture: Normal-weight concrete with not less than 3 000 psi (20.7 Mpa) compressive strength (28 days), 3 in (76.2 mm) slump, and contain “coarse aggregate” of a minimum diameter of 1/5 in (5.1 mm) to a maximum of 3/4 in (19.1 mm) maximum size aggregate. A 5% to 7% air entrained or according to recommendation of section 03 00 00.
- D. Materials: Dry-packaged concrete mix complying with ASTM C387 for normal-weight concrete mixed with potable water according to manufacturer’s written instructions.

3.06 ~~GROUT AND ANCHORING CEMENT~~

- A. ~~Non-shrink, Non-metallic Grout: Premixed, factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout, recommended in writing by manufacturer, for exterior applications.~~
- B. ~~Erosion-Resistant Anchoring Cement: Factory-packaged, non-shrink, non-staining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.~~

3.07 GATE INSTALLATION AND ADJUSTMENT

- A. Install gate posts in accordance with manufacturer's instructions.
- B. Concrete Set Gate Posts: Drill holes in firm, undisturbed or compacted soil. Holes shall have a diameter 4 times greater than outside dimension of post, and depths approximately 6 in (150 mm) deeper than frost level. Excavate deeper as required for adequate support in soft and loose soils, and for posts with heavy lateral loads. Set post bottom 36 in (914 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour, tamp for consolidation. Trowel finish around post and slope to direct water away from posts. Check each post for vertical and top alignment and maintain in position during placement and finishing operations.
- C. Install gates perfectly horizontal and levelled (at junction), plumb, and secure for full opening without interference.
- D. Attach hardware so to have the nuts inside the property thus making the assembly tamper-proof which will prevent unauthorized removal. Install ground-set items in concrete for anchorage.
- E. Adjust hardware for smooth operation and lubricate where necessary to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

3.08 GATE OPERATOR INSTALLATION

~~(Indicative only. Consult local professional for proper design.) (See notes section 2.4.)~~

- A. General: ~~Install gate operators according to manufacturer's written instructions, aligned and true to fence line and grade.~~
- B. ~~Excavation for [Support Posts] [Pedestals] [Concrete Bases/Pads]: Hand-excavate holes for bases/pads, in firm, undisturbed or compacted soil to dimensions and depths and at locations as required by gate operator component manufacturer's written instructions and as indicated on Drawings.~~
- C. ~~Concrete Bases/Pads: Cast-in-place or precast concrete, made of not less than 3 000 psi (20.7 Mpa) compressive strength (28 days), [depth not less than 12 in (300 mm)] <Insert depth 6 to 12 in (150 to 300 mm) below frost line or detail on Drawings>, dimensioned and reinforced according to gate operator component manufacturer's written instructions and as indicated on Drawings.~~
- D. ~~Vehicle Loop Detector System: [Cut grooves in pavement and] bury and seal wire loop according to manufacturer's written instructions. Connect to equipment operated by detector. Comply with NFPA 70 and manufacturer's written instructions for grounding of electric-powered motors, controls, and other devices.~~

3.09 GROUNDING AND BONDING

~~(Indicative only. Consult local professional for proper design.)~~

- A. ~~Fence Grounding: Install at maximum intervals of [1 500 ft (450 m)] <Insert a lesser distance where grounding resistance is high> except as follows:~~
 - 1. ~~Fences within 100 ft (30 m) of Buildings, Structures, Walkways, and Roadways: Ground at maximum intervals of [750 ft (225 m)] <Insert a lesser distance where grounding resistance is unusually high>.~~
 - 2. ~~Gates and Other Fence Openings: Ground fence on each side of opening.~~
 - 1.1 ~~Bond metal gates to gate posts.~~
 - 1.2 ~~Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 in (460 mm) below finished grade.~~
 - 3. ~~Conductors: Bare, solid wire for No. 6 AWG and smaller, stranded wire for No. 4 AWG and larger.~~
 - 3.1. ~~Material Above Finished Grade: [Copper] [Aluminum].~~

- ~~3.2. Material on or below Finished Grade: Copper.~~
- ~~3.3. Bonding Jumpers: Braided copper tape, 1 in (25.4 mm) wide, woven of No. 30 AWG bare copper wire, terminated with copper ferrules.~~
- ~~4. Connectors and Ground Rods: Listed in UL 467.~~
 - ~~4.1. Connectors for Below-Grade Use: Exothermic welded type.~~
 - ~~4.2. Ground Rods: Copper-clad steel. Size: 5/8 in by 96 in (16 mm by 2 400 mm).~~
- ~~B. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a maximum distance of 150 ft (45 m) on each side of crossing.~~
- ~~C. Fences Enclosing Electrical Power Distribution Equipment: Ground as required by IEEE C2, unless otherwise indicated.~~
- ~~D. Grounding Method: At each grounding location, drive a ground rod vertically until the top is 6 in (150 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at the grounding location.~~
- ~~E. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.~~
- ~~F. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.~~
 - ~~1. Use electroplated or hot-tin-coated materials to ensure high conductivity to make contact points closer in order of galvanic series.~~
 - ~~2. Make connections with clean, bare metal at points of contact.~~
 - ~~3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.~~
 - ~~4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.~~
 - ~~5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.~~
- ~~G. Bonding to Lightning Protection System: If fence terminates at lightning-protected building or structure, ground the fence and bond the fence grounding conductor to lightning protection down conductor or lightning protection grounding conductor complying with NFPA 780.~~

3.10 FIELD QUALITY CONTROL- GROUNDING

(Indicative only. Consult local professional for proper design.)

- ~~A. Ground Resistance Testing Agency: [Owner will engage] [Engage] a qualified independent testing agency to perform field quality control testing.~~
- ~~B. Ground Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two (2) full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform tests by two-point method according to IEEE 81. Desired Maximum Grounding Resistance Value: 25 ohms. Excessive Ground Resistance: If resistance to ground exceeds desired value, notify Architect promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommended work.~~
- ~~C. Report: Prepare test reports, certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.~~

3.11 ADJUSTING (For gate operator only)

- ~~A. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.~~
- ~~B. Automatic Gate Operator: Energize circuits to electrical equipment and devices. Adjust operators, controls, safety devices, [alarms,] and limit switches.~~

1. ~~Electrohydraulic Operator: Purge operating system, adjust pressure and fluid levels, and check for leaks.~~
2. ~~Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation. Test controls [, alarms,] and safeties. Remove damaged and malfunctioning units, replace with new units, and retest.~~

~~C. Lubricate hardware [, gate operator,] and other moving parts.~~

~~3.12 DEMONSTRATION (For gate operator only)~~

- ~~A. Engage a factory-authorized service representative to train Owner's personnel to adjust, operate, and maintain gates.~~
 1. ~~Test and adjust [operators,] [controls,] [alarms,] [safety devices,] hardware, and other operable components. Replace damaged or malfunctioning operable components.~~
 2. ~~Train Owner's personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment and schedules.~~
 3. ~~Review data in maintenance manuals. Refer to Division 1 Section "Contract Closeout." and/ or Section "Operation and Maintenance Data."~~
 4. ~~Schedule training with Owner (, through Architect,) with at least seven days' advance notice. END OF SECTION 02821~~

3.13 SITE CLEANING

Clean and adjust soil disturbed during work. Get of all surplus and waste materials and replace damaged turf in accordance with directives of Engineer and Consultant.

3.14 MAINTENANCE

- A. Inspection
 1. A thorough visual inspection shall be done annually.
 2. This inspection must include overall verification of physical condition.
- B. Moveable parts shall be adjusted, if needed, every five (5) years, unless project requires additional inspections.
- C. In areas of extreme winter conditions, entire installation must be free of excessive ice and snow accumulation.

SECTION 08110
SQUARE DEAL NON-CLIMB HORSE FENCE

1. GENERAL

1.01 DESCRIPTION

A. This section includes:

1. Installation of Square Deal non-climb horse fencing with gates.

2. PRODUCTS

2.01 SQUARE DEAL NON-CLIMB HORSE FENCE AND POSTS

A. Wire Mesh

1. All wire mesh rolls shall be Non-Climb Fence with the Square Deal Knot, style number and family 1660-2-2^{1/2}, as provided Red Brand Fence, Liberty Steel & Wire Co, 7000 S W Adams St., Peoria, IL 61641, Phone: 800-447-6444, Fax: 309-697-7487, www.redbrand.com. Fence rolls to be 60 inches in height with a 2" wide by 4" vertical wire spacing. The top and bottom wire shall be 10 gauge and the filler wire shall be 12.5 gauge. The wire shall be new Class 1 galvanized steel.

B. Metal Posts

1. Metal posts shall be heavy duty studded steel "T" posts manufactured from rail steel and having a minimum finished weight of 1.25 pounds per lineal foot.
2. All posts shall be Class 1 hot dipped galvanized without paint.
3. Metal posts for a 60" finished fence height shall be a minimum of 7 feet in length with a heavy-duty anchor plate.

C. Wood Posts

1. Wood posts and bracing shall be round Southern Yellow Pine (SYP) with a nominal 6" diameter. Posts to be preservative treated with Alkaline Copper Quaternary (ACQ) or Copper Azole (CA) in accordance with AWPA Standard U1, Commodity Specification Band meeting the requirements of Use Category 4A (UC4A) with a minimum retention of 0.40 pounds per cubic foot (pcf) for ACQ or 0.15 pcf for CA.
2. Wood posts for a finished 60" fence height shall be a minimum of 8' in length.

D. Hardware

1. All hardware, including "T" post clips, cross bracing wire, staple nails and gate hardware shall be hot dipped galvanized steel or Class 1 galvanizing, whichever is applicable.

E. Service Gates

1. Service gates shall be single gates with 3-rail, 3-stile design with 90-degree corners. Gates to be constructed with 2" diameter x 16-gauge galvanized steel tubing. Omega EVOLUTION DOUBLE WIRE material will be welded into infill areas. The gates shall be 60 inches in height and 8 feet wide. Hardware shall be of the type used for attachment to round wood posts. Gates to be constructed substantially like that pictured below that is used at the Waukegan Savanna Dog Park.



Any fence components which do not meet these specifications, are structurally unsound, are severely misshapen or are damaged in any way shall be replaced by the Contractor at no cost to the Owner.

3. EXECUTION

3.01 GENERAL

- A. All Square Deal non-climb horse fence shall be installed at locations shown on the Plans or as staked in the field by the Owner.
- B. Any open post holes remaining at the end of each workday shall be covered or protected in such a manner as to minimize hazard to people and property.
- C. The Contractor shall guarantee the fence installation, including any movement of the posts from a plumb position and subsidence of the backfill, for a period of twelve (12) months from the date of acceptance.

3.02 SQUARE DEAL NON-CLIMB WIRE FENCE

- A. "T" posts shall be set plumb, spaced 10 feet on center and driven a minimum of 2 feet into the ground while achieving the specified fence height.

- B. Post holes for round wood posts and bracing shall be dug to a minimum diameter of 12 inches and a minimum depth of 42 inches. The bottom of the post hole shall be undisturbed or compacted to minimize settlement. Posts shall be backfilled with the soils previously excavated or granular material in six-inch layers with each layer thoroughly compacted by tamping. All excess material shall be spread evenly around the post.
- C. Wood H-brace assemblies shall be set at both sides of gates and both sides of all corners (greater than a 30 degree change in direction). Where Square Deal non-climb horse fence meets Omega fence system at gated entry it will be securely attached with Omega brackets and necessary vertical support to be approved by owner before installation. H-brace assemblies shall be cross braced with twisted galvanized brace wire firmly attached to the wood posts.
- D. Square Deal Non-Climb fence fabric shall be properly tensioned and firmly attached to T posts with heavy duty galvanized post clips in at least four evenly spaced locations for the 60" high fence. Post clips should be bent such that exposed wire ends do not pose a risk of injury to people or animals. The fabric shall be attached on the inside of the enclosed area with the smooth side of the square deal knot facing toward the inside of the enclosed area. The fabric shall be attached so that the bottom wire contacts the ground surface. Where ground conditions are irregular, assure that no gap between the ground and bottom wire is greater than 2"



Sample Installation

3.03 GATES

- A. Gates shall be set level and plumb and shall be located in an area of level ground as identified by the Owner.
- B. Secure hinges firmly into wood brace assemblies spaced accurately to match the gate and assure that the gate swings smoothly without binding. Gate end should align with brace assembly with no gap greater than 2".

END OF SECTION 08110

Section 7: Sample Agreement

AGREEMENT FOR 2023 LARSEN DOG PARK FENCING AND GATED ENTRY

This Agreement for the _____ (the "Agreement") is made this ___ day of _____, 2022, by and between the Waukegan Park District, an Illinois park district ("Park District") and _____, an Illinois corporation ("Contractor"). Park District and Contractor are hereinafter sometimes collectively referred to as the "Parties" or individually as "Party."

WITNESSETH

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

1. Labor and Materials

The Contractor shall provide all labor, equipment and materials required to complete the following work at _____, Waukegan, Illinois 60085 ("Project Site(s)"); _____, and all other and incidental and collateral work necessary to properly complete the project (the "Work"), as indicated in Contractor's Proposals, dated _____, 2022, attached to and incorporated as part of this Agreement as **Exhibit B** ("Contractor's Proposal").

2. Contract Documents

The Contract Documents consist of this Agreement between the Park District and the Contractor; the Bid/Project Documents/Specifications: 2022 _____, attached to and incorporated as part of this Agreement as **Exhibit A**; Contractor's Proposals, attached to and incorporated as part of this Agreement as **Exhibit B**; Contractor's Compliance and Certifications Attachment, attached to and incorporated as part of this Agreement as **Exhibit C**; Insurance and Indemnification Requirements and Contractors Certificate(s) of Insurance, attached to and incorporated as part of this Agreement as **Exhibit D**; Prevailing Wage Supersedes Notice, attached to and incorporated as part of this Agreement as **Exhibit E**; Performance and Labor and Material Bonds, attached to and incorporated as part of this Agreement as **Exhibit F-1 and F-2**; and any modifications issued after the execution of this Agreement.

3. Commencement of Work and Final Completion

Contractor shall commence the Work immediately upon receipt of a Notice to Proceed issued by the Park District for the Work. Contractor shall achieve Final Completion of the Work on or before _____, 2022.

4. Performance and Supervision of Work

Contractor agrees to perform all Work in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with

other contractors used by Park District for any other work at the Project Site. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

5. Performance and Payment Bonds

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

6. Contract Sum

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

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

7. Payment

Payment shall be made by the Park District to the Contractor upon the Park District's receipt of: a) a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice; b) Contractor's and all subcontractor's waivers of liens to date for all labor and materials used in the Work; and c) Contractor's affidavit, containing such information to comply with the Illinois Mechanics Lien Act (770 ILS 60/0.01 *et seq.*) and showing in detail the sources of all labor and materials used on the Work, including names and addresses of subcontractors and materials suppliers, amounts paid to each, together with all other documents as shall be necessary, in the sole judgment of the Park District, to waive all claims of liens to date and comply with all applicable state and local laws. All waivers of lien shall include a representation by the Contractor that all labor has been paid in accordance with Illinois prevailing wage laws and all materials have been taken from fully paid stock and transported to

the job site in the Contractor's own vehicles or supporting waivers of lien from material suppliers and transporters are attached.

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

8. Cleaning Up

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

9. Warranty; Correction of Work

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

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

Contractor shall correct any portion of the Work deficiently or defectively performed, and replace defective or nonconforming materials, even though such deficiency, defect or nonconformity may be discovered more than one year after delivery and acceptance of the Work by the Park District, if the correction is of a latent defect and arises from poor workmanship or improper materials or is required to be made to workmanship or materials covered by the Contractor or subcontractors contrary to the Park District's request or to requirements specifically expressed in the Contract Documents and was therefore not visible for inspection by the Park District at the time the Work was performed.

10. Safety of Persons and Property

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

11. Termination

- A. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination,

the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination and for proven, out-of-pocket costs with respect to materials and equipment ordered but not used by Contractor for the Work prior to receipt of the notice of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

B. Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) In the event Contractor breaches any of the provisions of this Agreement, Park District may terminate the Agreement immediately upon written notice to Contractor, if Contractor shall not have cured such breach within forty eight (48) business hours after Park District shall have first notified Contractor of such breach in writing or, if by its nature the breach is not capable of being cured within said forty-eight (48) business hours, Contractor shall not have commenced such cure within said forty-eight (48) business hours and diligently pursued same to completion; provided, however, that if Contractor shall have repeatedly breached the same or other provisions previously, Park District may terminate the Agreement immediately without affording Contractor an opportunity to cure the breach, upon written notice to Contractor, and further provided that failure to maintain required insurance coverage shall be cause for immediate termination of the Agreement, or the immediate suspension of the Agreement until such insurance has been obtained and satisfactory proof thereof provided to Park District, in either case upon written notice to Contractor without opportunity to cure.

(ii) In the event Contractor shall have: (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; or (b) consented to the appointment of a receiver or trustee for all or a part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within thirty (30) days of such filing, then in said event the Agreement shall automatically terminate.

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

C. Should this agreement be terminated due to the inability or unwillingness of the Contractor to perform the work described under this agreement, the Contractor is

responsible for paying any and all costs associated with the termination, including but not limited to, a new bid to procure services for project completion, fees to secure the worksite until work can be completed, and attorney's fees. After a formal bidding process has been completed by the Park District, and a new contractor is selected, based on statutorily defined procedure, the Contractor is also responsible for paying any cost above that which he/she had originally bid in the Bid Document.

12. Insurance

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

13. Indemnification

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

14. Compliance with Laws and Permits

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

15. Local, Women, and Minority Hiring Encouraged

Contractor shall use reasonable effort to employ local, women, and minority. Additionally, Contractor shall use reasonable effort to utilize local, women, and minority owned Subcontractors.

16. Choice of Law and Venue

This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Lake County, Illinois, but only after exhausting all possible administrative remedies. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the termination of this Agreement. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material

breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

17. No Liability

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

18. No Third-Party Beneficiary

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

19. No Waiver

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

20. Independent Contractor

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

21. Non-Assignment

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

22. Notices

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

If to Park District: Waukegan Park District
 2211 Ernie Krueger Circle
 Waukegan, IL 60087
 (Fax) 847-244-7345
 Attention: Tim Girmscheid

If to Contractor: _____

 _____, IL _____
 (Fax) _____
 Attention: _____

23. Entire Agreement; No Amendment

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

24. Headings

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

25. Severability

The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is

determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

26. No Waiver of Tort Immunity Defenses

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

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

WAUKEGAN PARK DISTRICT

By: _____
Jeremiah Johnson

Its: President

By: _____
Printed Name: _____
Its: _____

