

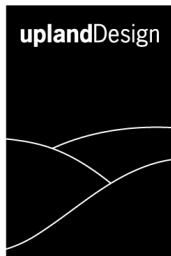
Project Manual for East Harbor Park Path Renovation Dated June 21, 2022

BID OPENING:
July 6, 2022 at 1:00 P.M.



Hanover Park Park District
1919 Walnut Avenue,
Hanover Park, Illinois 60133
(630) 837-2468

Prepared By:



UPLAND DESIGN Ltd.

24042 Lockport St., Suite 200, Plainfield, Illinois 60544
1229 N. North Branch St, #220A, Chicago, Illinois 60642
PH: (815) 254-0091

Project #1028

LEGAL NOTICE

NOTICE TO BIDDERS

Sealed proposals for East Harbor Park Path Renovation Project in Hanover Park, IL, shall be received at the Park District offices: 1919 Walnut Avenue, Hanover Park, IL 60133 until 1:00 p.m. local time, July 6, 2022, at which time all bids will be publicly opened and read aloud.

Work generally includes asphalt paving, earthwork, and lawn restoration.

Bid documents are included in the Project Manual for the East Harbor Park Path Renovation Improvements Agreement and will be available on the owner's website beginning June 21, 2022 at 11:00am. Plans are available for printing or download.

Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract.

All contracts for work herein are subject to all Park District rules and regulations, and providing for the payment of DuPage County's prevailing wage rate to all workers involved in this Project. All bids will remain firm for 60 days after the bid opening. The Hanover Park Park District reserves the right to reject any or all bids, to waive informalities on a bid, and to accept all or any portion of any bid, and/or to award the contract for the East Harbor Park Path Renovation Improvements Project to the lowest responsible and responsive bid meeting specifications that serves the best interests of the Park District.

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- Certification that Bidder Is Not Barred From Public Contracting Due to Bid Rigging or Bid-Rotating Convictions
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- State of Illinois Drug Free Workplace Certification
- Tax Compliance Affidavit

DRAWINGS – Separate Sheets

Drawing set title: East Harbor Park Path Replacement

END OF SECTION

SECTION 00 1000
GENERAL CONDITIONS

1.0 TERMS

- 1.1 "Owner" shall refer to the Hanover Park District. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. "Upland Design Ltd." shall refer to the firm that prepared construction documents. "Owner's Representative" shall refer to a designated employee or employees of the District or Upland Design Ltd., or their designated representative.

2.0 LAWS AND PERMITS:

- 2.1 Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner or Upland Design Ltd. to liability. Contractor shall perform all work and use only those materials conforming to county, state and federal codes regarding health, safety and welfare. The Owner and Upland Design Ltd. shall not be held responsible for failure of work or materials that do not conform to codes.
- 2.2 Prior to beginning the work, Contractor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful execution of the work.

3.0 INTENT OF CONTRACT DOCUMENTS:

- 3.1 The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

4.0 PLAN & SPECIFICATION DIMENSIONS:

- 4.1 Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Owner's Representative for a final decision or interpretation.

5.0 ERRORS AND DISCREPANCIES

- 5.1 If the Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify Upland Design Ltd. immediately. Upland Design Ltd. shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractor's risk. Upland Design Ltd. reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.

5.2 When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. Neither the Owner nor Upland Design Ltd. shall be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

6.0 SUBSTITUTIONS

6.1 Each bid or proposal shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from Upland Design Ltd. shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.

6.2 Requests for substitutions shall be made no less than five (5) work days (Monday-Friday) prior to bid opening date to Upland Design Ltd. Each substitution request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, all specifications for requested substitute including drawings with dimensions and any other data or information necessary for a complete evaluation. Any substitution accepted by Owner shall be done so in a written addendum to the bid documents: no other substitution shall be granted.

7.0 CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

7.1 Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance of **beginning** the work, and shall notify Owner and Upland Design Ltd. a minimum of 48 hours in advance by phone when site visits are needed to determine general compliance with the contract documents for items such as: layout staking, grading, drainage, and other major items of construction.

7.2 All work and materials shall be open to the inspection of the Owner at all times. The Contractor shall also furnish upon request of Owner or Owner's Representative at his expense, a person or persons familiar with the project to review work on site and discuss any matters about the work or Contract when given 48 hours notice for such a meeting or whenever Contractor's staff is present at the site. Upon request, copies of material delivery tickets shall be furnished to Owner.

8.0 SUBCONTRACTORS AND SUPPLIERS

8.1 Contractor shall provide a list of Subcontractors and suppliers as part of the proposal form. Any changes to the list must have the approval of the Owner's

Representative prior to commencing the work. When any Subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such Subcontractor or supplier upon written notice by Owner's Representative. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

9.0 OWNER' S RIGHT TO DO WORK:

9.1 The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the work with other work.

10.0 RIGHT TO SUSPEND WORK:

10.1 The Owner will notify Contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Work may be suspended for conditions unsuitable for the execution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation (including mobilization) shall be paid to Contractor because of such suspension.

11.0 ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

11.1 The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

11.2 Alterations, extensions and deductions shall be authorized by a written change order issued by the Owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

11.3 The Owner will not allow additional Contractor Overhead and Profit to be added to items that have unit cost pricing in the Schedule of Values as these items already include overhead and profit.

11.4 In the case of work specified by the Owner or Upland Design Ltd. to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Values in the bid proposal, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

11.5 The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than thirty-five percent (35%).

12.0 DISCHARGE OF EMPLOYEES:

12.1 When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibit disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Owner may suspend the work.

13.0 USE OF SITE

13.1 Contractor shall confine equipment, material storage and workmen operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

- A. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.
- B. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
- C. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes an obstacle to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or man-made drainage ways.
- D. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved by Owner prior to construction.
- E. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.
- F. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.
- G. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval of Owner's Representative. Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.

14.0 WORK SITE SAFETY:

- 14.1 Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is responsible for protecting public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.
- 14.2 Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during construction. When the site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.
- 14.3 Contractor shall have no claim against the Owner or Upland Design Ltd. because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.
- 14.4 Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures.

15.0 LABOR, EQUIPMENT AND METHODS:

- 15.1 Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in the quality and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.
- 15.2 Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work.

16.0 INSPECTION AND TESTING:

- 16.1 Materials and application rates to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, the Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

17.0 SUBMITTALS:

- 17.1 Contractor shall submit to Owner's Representative required shop drawings (three sets each – or number indicated in Section 01 1300 SUBMITTALS when included), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement

by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.

- 17.2 Unless otherwise specified, products and materials are to be new and of best quality. Materials, and products or work having a well known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers and Tradesmen.

18.0 REMOVAL OF DEFECTIVE WORK

- 18.1 The Owner's Representative may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment. No increase will be made in payment or in contract time as a result of work required for corrective actions. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.
- 18.2 Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Upland Design Ltd waives the right to later complain about defective materials or workmanship even after final acceptance.
- 18.3 When questioned work is found to be defective due to fault of Contractor, Subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction.

19.0 COMPLETION DATE:

- 19.1 Contractor warrants that the commencement and completion dates specified in the Instruction to Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and man-made conditions that may affect the work.

20.0 CLEANING UP:

- 20.1 Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. Upon completion of the work, Contractor shall remove equipment, rubbish, tools, and surplus materials. When Contractor fails to do so within 5 calendar days of a written request by the Owner's Representative, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.
- 20.2 Soil (mud) on adjacent sidewalks and roadways as well as dust shall be kept to a minimum during construction.

21.0 PAYMENT:

21.1 Upland Design Ltd and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractor's completion of all punch list work, Owner's Representative shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee (or when included, as stated in Section 01 7700 PROJECT CLOSEOUT).

21.2 Upon completion of the Project Work and any Repair Work and/or Restoration Work required hereunder, Contractor shall submit the following documentation to the Park District:

- (i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Park District and/or the Landscape Architect may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Park District. Payments shall be further reduced by such additional amounts as Landscape Architect and/or Park District determines for non-conforming work and unsettled claims.
- (ii) General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; proof of filing of Certified Payrolls with the Illinois Department of labor (the "IDOL") from Contractor and all subcontractors that furnished labor in connection with the Project as required in Subsection G; and such other documentation required under the Contract Documents and/or required by Owner and/or Landscape Architect (collectively, "Final Payment Request Documentation").
- (iii) Contractor shall perform testing and demonstrations, and submit all reports, certifications and documentation required under the Contract Documents, the cost of which is included in the Contract Sum.
- (iv) Following receipt of the Final Payment Request Documentation and all certifications, testing, reports, guaranties, as-built drawings and all documents and submittals required under the Contract Documents, and following the Park District and Landscape Architect's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Park District shall tender payment to the Contractor of the balance of the Contract Sum, subject to the terms and conditions herein

22.0 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Hanover Park Park District, and its officials, officers, employees, and volunteers (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, including without limitation the deck Replacement Work, the Repair Work, Punch List Work, and/or Warranty Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Park District. In the event of any such suit, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

23.0 FAIR EMPLOYMENT PRACTICES:

23.1 Contractor shall comply with provisions of the Illinois Fair Employment Practices Act and the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts during the performance of the Contract. Failure of Contractor to comply with the Act, Rules and Regulations will result in cancellation of the Contract and possible sanctions or penalties as provided by statute or regulation. Contractor agrees to the following:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

24.0 INTENTIONALLY OMITTED.

25.0 OWNERSHIP OF PLANS, SPECIFICATIONS:

25.1 All Plans and Specifications and copies thereof furnished by or purchased are property of Upland Design Ltd. and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the Hanover Park Park District and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Contract Documents shall refer to addenda when issued, specifications and plan drawings.

1. PLANS AND SPECIFICATIONS

Bid documents are included in the Project Manual for the East Harbor Park Path Renovation Improvements and Agreement and will be available on the owner's website beginning June 21, 2022 at 11:00am. Plans are available for printing or download. Phone: (630)-837-2468 ext.136. www.hpparks.org.

All inquiries, outside of the pre-bid meeting (if one is held), that concern the bid request shall be submitted in writing to Upland Design Ltd. via email to info@uplanddesign.com and LDFoe@uplanddesign.com. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the agreement. Questions will not be responded to by oral clarification. Failure to request clarification will not waive bidder's responsibility to comprehend the plans and specifications and perform the work in accordance with the intent of the plans and specifications.

2. PROPOSAL FORM

Bidders shall submit the proposal form provided which shall be filled out completely and addressed as follows:

East Harbor Park Path Renovation
Hanover Park Park District
1919 Walnut Avenue,
Hanover Park, Illinois 60133

All information requested on the bid forms shall be typewritten or written in ink. Where both written words and numerical figures are required, the written words shall apply in the event of a conflict. On the outside of the bid envelope, each sealed bid shall also contain the notation "**SEALED BID**" along with the following information:

- A) East Harbor Park Path Renovation
- B) Bidder's company name, and
- C) Date and time of bid

Bids for the project shall be received on or before the published date and time at which time they will be opened and read publicly. Bids received at the above address after the deadline will be marked "Late" and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that the bid submission is received prior to the stated deadline no matter what method is used to submit the bid.

3. ACCEPTANCE OR REJECTION OF BID

The Owner will accept or reject bids within sixty (60) days after analysis of the proposals, and reserves the right to accept or reject any or all bids; to restart the bidding process at any time after rejection of all bids; to combine or separate any section of work; to waive any minor informality or

irregularity in the bids received; and/or to add or delete items in the bid if it is in the best interest of the Owner.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and have a minimum of five (5) years experience in similar work, and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the bid proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. EXAMINATION OF SITE AND DRAWINGS

See included Section 00 0110 Table of Contents for a complete list of specifications and drawings.

Before submitting a proposal, bidders shall carefully examine all of the above-referenced documents, the drawings and specifications, visit the site, and fully inform themselves as to all conditions and limitations. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. By submitting a bid, the bidder warrants that he/ she has examined the site, specifications, and drawings, and that where the specifications require that a given result be produced, the specifications and drawings are adequate and the required result can be produced using the specifications and drawings.

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the total bid price shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check and should be made payable to the Owner. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the Owner's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance. The bidder shall pay all premiums and costs associated with this bid surety.

7. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND.

- A. Prior to commencement of the Project Work, Contractor shall furnish the Park District with a Performance Bond and Payment Bond each in the amount of 110% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Park District, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work, Repair Work and/or Restoration Work, including but not limited to the payment of the Prevailing Wages. The cost of said Performance and Payment Bonds are included in the Contract Sum.
- B. The failure of the successful bidder to enter into contract and supply the required bonds within ten (10) days of award of contract, or within such extended period as the Owner may grant, shall constitute default, and the Owner may either award the contract to the next

responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a subsequent contract is executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee. Contractor shall pay all premiums and costs of this bond.

8. ASSIGNMENT AND SUBCONTRACTORS

The Contractor shall not assign any part of this contract, or award any work under this contract to any subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

9. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements set forth in Section 11 INSURANCE of the East Harbor Park Path Improvements Agreement.

10. NON-DISCRIMINATION PROVISIONS

Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. In the event the Contractor does not comply with any of the above-referenced statutes and regulations, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

11. PREVAILING WAGE

- A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, Restoration Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

- B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and

affidavits furnished by IDOL (the “Certified Payrolls”). Copies of the 5/8/2022 prevailing wage rates for DuPage County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL’s website:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

12. EMPLOYMENT OF ILLINOIS WORKERS:

The Owner is a public body that is subject to the Employment of Illinois Workers on Public Work Projects Act (30 ILCS 570/0.01 et seq.). If the project receives State funds or funds administered by the State Illinois, and if at the time the contract is executed, or if during the term of the contract, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, the Contractor, its consultants, contractors, subcontractors, and agents agree to employ laborers on this project in accordance with the Employment of Illinois Workers on Public Works shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Employment of Illinois Workers on Public Works Act, and any rules or regulations promulgated by the State of Illinois with regard to the Employment of Illinois Workers on Public Works Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

13. DRUG FREE WORKPLACE ACT

Contractor and its consultants, employees, contractors, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et. seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.”

14. PAYMENT

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

15. COMPLETION DATE

The Work shall be completed by **October 28, 2022**. Please note that lawn seeding shall be complete by **October 28, 2022**, but that full germination shall not be required. The Contractor will continue work to ensure healthy lawn and prairie/rain garden are established until completion and acceptance by Owner of these items.

When the Contractor notifies the Owner that substantial completion is met, a punch list will be developed by Owner’s Representative. Fifteen calendar days after the punch list is delivered, all items shall be complete.

Contractor warrants that the commencement and completion dates specified in above are a reasonable time for completion of the work for the Contract price taking into consideration natural and man-made conditions that may affect the work.

16. GUARANTEE

Contractor must comply with project closeout terms, refer to section 01 7700 – Project Closeout

Hanover Park Park District

00 2113 – INSTRUCTION TO BIDDERS

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END OF SECTION

SECTION 01 1300 **SUBMITTALS**

1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES

1.1 Immediately after notification of Contract Award, the Contractor shall prepare and deliver to the Owner's Representative for approval, a Construction Schedule. This Schedule shall include a breakdown of the various divisions of the Work and shall show the date of commencement and the date of completion of each division of the Work. This Schedule shall be prepared on the basis of the Contractor's stated Final Completion Date and in consultation with Contractors for any other work involved in the completion of the Project, and with the Owner's Representative's consent or direction, shall be revised from time to time as required. This Schedule shall include the Owner's equipment installation timetable (if any) as furnished by him/her.

2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS

2.1 Contractor shall submit payment requests in **triplicate** using standard AIA Document G702 "Application and Certificate for Payment."

2.2 Contractor shall submit a General Contractors Sworn Statement in form customarily used by Chicago Title & Trust Company.

2.3 Final waivers of lien shall be submitted in **triplicate** from all major Subcontractors or suppliers as directed by the Owner.

2.4 Contractor shall have submitted all Final Payment Request Documentation as defined in Section 3 of the East Harbor Park Path Renovation Improvements Agreement included in this Project Manual.

3.0 SURVEY DATA

3.1 Contractor shall be responsible for properly laying out the Work, and for lines and measurements for the Work executed under Contract Documents. Verify figures shown on the drawings before laying out the Work, and report errors or inaccuracies in writing to the Owner's Representative before commencing work. The Owner's Representative will in no case assume responsibility for laying out the Work.

3.2 Establish necessary reference lines and permanent benchmarks from which built object lines and elevations shall be established. Contractor shall establish two such benchmarks in widely separated locations and be responsible for proper location and level of the work and for maintenance of reference lines and benchmarks. Establish benchmarks and axis lines showing exact floor elevations and other lines and dimensional reference points as required for information and guidance of all trades.

3.3 Each Subcontractor, as it applies to his/her work, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Owner's Representative before commencing work. Starting of work by Subcontractor shall constitute acceptance.

4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)

- 4.1 The contractual requirements for shop drawings, product data, and samples are specified in the General and Supplemental Conditions. The Contractor shall submit shop drawings, product data, and samples.
- 4.2 Within thirty (30) days after award of Contract, Contractor shall prepare a schedule of specific target dates for submission and return of Owner's Representative reviewed submittals required by Contract Documents.
- 4.3 No Portion of work requiring such submittal will be permitted to start until submission has been reviewed by the Owner's Representative. Changes or modification to Contract Documents shall not be initiated by corrections to submittals.
- 4.4 Submittals which reflect major design changes to the Contract Drawings or Specifications must be accompanied by a separate letter justifying change, and will require that a change order be executed prior to acceptance.

5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

5.1 Shop Drawings

A. Submit to the Owner's Representative four (4) copies of Shop Drawings for review. The Owner's Representative's check of any Contractor's Shop Drawings will cover approval of material and design only, and while figures or dimension will be checked in a general way, the responsibility for correctness of all drawings will rest with the Contractor submitting the Shop Drawings. After review, three (3) copies of the Shop Drawings with corrections or accompanying comments will be returned to the Contractor for resubmission, if required, after corrections have been made. For final resubmission, after corrections have been made, the Contractor shall send prints to the Owner's Representative for distribution. The Owner's Representative review of the Shop Drawings does not relieve the Contractor from furnishing materials and performing work as required by the Contract Documents. No extension of time will be granted for review and approval.

5.2 Product Data

A. Submit to the Owner's Representative three (3) copies of the manufacturer's specification, installation instructions and general recommendations for applicable products. Include manufacturer's certification or other data substantiating that the materials comply with the requirements and are recommended by manufacturer for the application shown and specified. Indicate by copy of transmittal form that Installer has received copy of the instructions and recommendations. Hardware schedules and collection of catalog cuts such as light fixtures, site furniture, etc., shall be presented in bound brochures, three (3) copies each.

5.3 Samples

A. Submit to the Owner's Representative two (2) samples and color data information for all finishes and finish materials.

6.0 DISTRIBUTION

6.1 Contractor is responsible for obtaining and distributing required submittal items to his/her Subcontractors and material suppliers after, as well as before, items are stamped "Approved."

7.0 SHOP DRAWINGS FILE TO OWNER

7.1 At completion of construction, Contractor shall furnish for Owner's use one (1) unused copy of all Shop Drawings, manufacturer's diagrams, literature, etc., that were used in execution of the Work.

END OF SECTION

SECTION 01 1500
TEMPORARY FACILITIES

1.0 GENERAL

- 1.1 Contractor shall provide temporary facilities and controls as specified or as required for protection of the Work in accordance with applicable codes.
- 1.2 All temporary connections to utilities and services shall be acceptable to Owner and local authorities having jurisdiction thereof. OSHA Standards and Regulations shall apply if more restrictive.
- 1.3 Contractor shall note that if any part of the permanent building equipment (plumbing, heating, electrical) is used to provide temporary utilities, this shall not void or shorten the equipment guarantee provided by the Contractor and material and equipment supplier and as described in Contract Documents.

2.0 TEMPORARY WATER

- 2.1 The Contractor shall provide temporary water service for construction operations.

3.0 TEMPORARY SANITARY FACILITIES

- 3.1 Provide and maintain required sanitary facilities for work force.

4.0 CONSTRUCTION AIDS

- 4.1 Contractor shall furnish, maintain, and remove at completion, all temporary ladders, ramps, barricades, enclosures, fences, walks and like facilities, as required for proper execution of Work for all trades, except as otherwise specifically required under individual section.
- 4.2 All such apparatus, equipment, and construction shall meet all requirements of OSHA and other applicable state or local laws.
- 4.3 Contractor and each of their Subcontractors, for their own use, shall provide all scaffolding required for execution of their own work. Scaffolding shall not be built into walls of buildings.

5.0 WATER AND SNOW CONTROL

- 5.1 From commencement to final payment Contractor shall keep all parts of the Work free from accumulation of water, snow and ice for the protection of their Work. Protect the Work against weather damage.

6.0 TEMPORARY FIELD OFFICES

- 6.1 Contractor, at his/her option, shall provide and maintain a field office. Construction sheds, trailers and temporary offices provided by Contractor shall be maintained in good condition. Field office is not a pay item and if included at Contractor's option will be considered incidental to the project cost.

7.0 TEMPORARY LIGHT AND POWER

- 7.1 The Contractor shall provide electrical power during construction operations.

7.2 Contractor shall provide his own extension cords and lamps, if required, and shall also be responsible to see that these are furnished by or for each of his/her Subcontractors as they may be required.

7.3 Where service of characteristics, quality or locations other than described above may be required, each Contractor requiring same shall provide such additional service and necessary equipment at his/her own expense.

8.0 SHORING AND BRACING

8.1 The Contractor shall provide, install and maintain all shoring and bracing or other devices necessary to maintain all aprons, curbs, pavements, and existing structure, etc., at their present levels and in their present location and condition during construction. Demolish all such work after it is not needed and required and remove it from the premises.

END OF SECTION

SECTION 01 2100
SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES

1.0 GENERAL

1.1 Description

- A. This work shall consist of the complete removal of all items called for in the plans and specifications or as otherwise implied in a safe and orderly manner creating as little disturbance as possible.
- B. All areas indicated for construction of any kind shall be cleared of any debris, undergrowth, weeds, stumps, roots, and marked trees which might interfere with the progress of that work. Unmarked trees or any plant material indicated to be saved by the Owner or Owner's Representative shall be given special protection as specified.

2.0 PRODUCTS (not applicable)

3.0 EXECUTION

3.1 Safety of Operations

- A. Work site safety is the Contractor's responsibility. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to make arrangements for permission from the governing agency prior to closing. After such approval is obtained, the Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

3.2 Protection and restoration of Items to Remain.

- A. Locations and dimensions shown in the Drawings for existing facilities are in accordance with available information obtained without uncovering, measuring or other verification and are not guaranteed. The Contractor shall protect from damage private and public utilities encountered during the Work. The Contractor shall, before an excavation begins, call J.U.L.I.E. or Digger (depending on service location).
- B. Extreme care shall be utilized when removing any item adjacent to structures, utilities, paving, vegetation or any item not indicated for removal or relocation whether shown on the Drawings or not. These items shall be properly protected as required to keep them from damage or other disturbance of any kind during the course of work. Existing utilities shall be protected and maintained to prevent leakage, settlement or other damage. Damage to any of the above shall be repaired or replaced to former condition as required by the utility company or Owner at the Contractor's expense. Repair of damaged utility shall be completed within 24 hours of damage occurring.
- C. The Contractor shall, at no additional cost to the Owner, provide and install safeguards acceptable to the Owner to protect public and private property. During removal operations, proper signs and security fence shall be installed by the Contractor prior to commencing work. Barricades shall be used to warn and protect the public against hazards.
 - 1. If a street must be temporarily closed to traffic, it shall be the Contractor's obligation to obtain permission from the governing agency prior to closing. After such approval is obtained, the

Contractor shall notify the Owner, local law enforcement, and Fire Department of actual times and dates of closure.

2. If public or private property is damaged or destroyed or its use interfered with by the Contractor, the Contractor's agents or the Contractor's employees, such interference shall be terminated and damaged or destroyed property repaired and restored immediately to its former condition by the Contractor at the Contractor's expense.
3. Should the Contractor refuse or not respond promptly to a written request to restore damaged or destroyed property to its original condition, the Owner may have such property restored by other means at the Contractor's expense.

3.3 Protection and Restoration of trees, shrubs, and plant material

- A. Trees, shrubs, plants, and other landscaping not designated for removal shall be left in place and protected from damage or injury during construction. The Contractor shall provide full and adequate protection against construction damage to all landscaping that is to remain.
- B. No traffic, storage of Equipment, vehicles or materials shall be allowed within the drip line of trees not designated for removal unless plans permit such activity. In addition, plans may indicate no-construction activity areas that are larger than the dripline (see plan notes).
- C. Root pruning shall occur on all tree roots larger than one inch, but less than two inches in diameter. Such roots shall be cleanly cut in place. Root pruning shall be done so as not to disturb remaining fibrous roots.
- D. Where excavation operations occur and where tree roots 2 inch or greater in diameter are discovered, the Contractor shall promptly notify the Owner's Representative, who will determine how these tree roots are to be handled.
- E. Promptly cover exposed roots and maintain moisture on them to keep them alive.
- F. Failure to promptly preserve the viability of roots on trees to be saved may result in the Owner making corrective action. Given the urgency needed in keeping desirable tree roots alive, the Owner may take such action following as little as twenty-four-hour notice to the Contractor. Reasonable costs for any and all such action by Owner may be charged to the Contractor and/or deducted from project monies due to the Contractor.

3.4 Plant Damage Compensation

- A. The Owner shall be reimbursed for trees or other plant material not ordered or designated to be removed but that are destroyed or irreparably damaged by Contractor operations as determined by the Owner's Representative. At a minimum, the Contractor shall reimburse Upland Design and/or other Owner consultant for time and materials expended related to tree damage (such as meetings, measuring, preparing reports and preparing change orders)
- B. Damage to tree trunks, branches and roots shall be reported to the owner's representatives immediately.
- C. The penalty for each incidence of trunk damage to trees shall be \$450.00. Use current value at time of bidding.
- D. The penalty for each incidence of branch or root damage shall be \$100.00 Use current value at time of bidding. per caliper inch.

- E. The penalty for compaction of soil by unauthorized vehicle travel on the grounds shall be \$.45 per square foot (Use current value at the time of bidding) of traveled area.
- F. Where the damaged tree is a heritage tree or landscape specimen, the reimbursement amount will be based on a benefit-based-valuation. This service is to be conducted by a certified arborist trained in tree appraisals that is approved by the Owner and the cost of the service will be borne solely by the contractor.
- G. The penalty for damage to a shrub shall be the removal and replacement cost as determined by at least two written quotes obtained by the Owner.

3.5 Removal Responsibility

- A. All debris, paving, equipment, fencing, trees, stumps, sod or soil to be cleared and removed from the project area shall be legally disposed of off site at the arrangement and expense of the Contractor. No materials will be stockpiled on site for future disposal; materials used for fill or topsoil may be stored on site. No excavation areas will be left in unsafe or unsightly conditions at day's end. The Contractor will be responsible for all transportation and disposal fees associated with this work. Burning of any materials on site is prohibited unless indicated otherwise on plans.

END OF SECTION

SECTION 01 5713
EROSION CONTROL

1.0 GENERAL

1.1 Description

A. Erosion Control shall consist of furnishing all labor, materials, tools and equipment necessary to place riprap material, silt fencing, erosion control blankets and triangular silt dikes in the locations indicated on the drawings .

1.2 Incorporated Specifications

A. The following specifications are incorporated into the document

1. "Standard Specifications for Road and Bridge Construction" – latest edition - Illinois Department of Transportation
 - a. Section 280 Temporary Erosion Control
 - b. Article 1005.01 Stone for Erosion Protection, Sediment Control and Rockfill
 - c. Article 1081.10 Special Erosion Control Materials
 - d. Article 251.04 Erosion Control Blanket
2. Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

2.0 MATERIALS

2.1 Riprap

A. Riprap fill shall consist of sound, durable cobbles and crushed rock having a maximum diameter of eight inches (8") as measured in the smallest dimension. Riprap shall be well graded and meet the gradation requirements for RR3 in accordance with the above referenced and incorporated specification.

2.2 Silt Fence

A. Silt fence shall be polypropolyne fabric. Stakes for silt fence shall be wooden or metal and at least five feet (5') long.

2.3 Erosion Control Blanket

A. 3:1 and Greater Slopes shall be Curlex I Single Net. As manufactured by:

1. American Excelsior Company, 850 Avenue H East, Arlington, Texas 76011, (800) 777-7645

a. All staples shall be E-Staple, 4-inch bio-degradable. As manufactured by: American Excelsior Company OR www.Greenstake.com

B. Erosion control blanket shall be approved by the Department of Transportation. All netting shall be single sided and white UV reactive. Netting shall begin to bio-degrade within 15-18 months of installation. Netting shall have an opening between 1/2" x 1/2" and 2" x 1". Staple shall be 100% Polyhydroxyalkanoate (PHA) plastic, biodegradable from microbial activity in accordance to ASTM D5338 and ASTM D5271. Staples shall completely biodegrade within 24 months of installation. Staples shall be 4 inches (4") in length, T-Shaped and have barbed head and shoulders.

2.4 Triangle Silt Dike Barrier

- A. Triangular silt dike barrier shall be urethane foam and geotextile fabric and shall have protective aprons on both sides of the barrier. Barrier shall be eight inches (8") wide.

3.0 EXECUTION

3.1 Riprap Installation

- A. Riprap shall be placed in a twelve inch (12") thick layer or as shown on the drawings or as directed by Owner and worked as required to provide a well graded matrix of stone pieces.

3.2 Silt Fence

- A. Silt fencing shall be placed in the locations shown on the plans and in accordance with the above incorporated specifications. Staking shall be a minimum of eight feet (8') apart. Silt fence shall remain in place for the duration of the construction project and shall only be removed with prior approval.

3.3 Erosion Control Blanket

- A. Erosion control blankets shall be placed in accordance with the above incorporated specifications. Before barrier installation, ensure areas to be covered are smooth and free of ruts, depressions, rocks or clods over eighteen inches (18") in diameter, sticks and any other debris that will prevent contact between the blanket and soil. Erosion control blanket to be installed within 24 hours after seeding. Staking shall be a minimum of six feet (6') apart and staked per the manufacturer's instructions.

3.4 Triangular Silt Dike Barrier

- A. Triangular silt dike barrier shall be placed in the locations shown on the plans and in accordance with the above incorporated specifications.
- B. Secure triangular silt dike by burying the first six inches (6") of the leading edge apron in a two to three inch trench. 4 to 5 staples shall be used on the front apron and 4 to 5 staples shall be used on the rear apron on each seven foot (7') section. Water flow is not allowed under the barrier.
- C. The barrier shall remain in place for the duration of the construction project and shall only be removed with prior approval. Contractor shall routinely inspect and maintain the barrier. Contractor to ensure that barrier is free of accumulated silt, debris, and other miscellaneous material. Accumulated sediment deposit shall be removed if more than eight inches (8"). Torn or punctured barrier shall be repaired or replaced as directed by the Owner's Representative.
- D. Contractor shall be required to obtain approval for removal of silt fence. Remove fence, take off site, fill in trenches with topsoil, seed, cover with blanket, and roll as needed to match existing grade and conditions.

END OF SECTION

SECTION 01 7300
EXECUTION REQUIREMENTS

1.0 GENERAL

1.1 Summary

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

2.0 PRODUCTS (Not Used)

3.0 EXECUTION

3.1 Examination

A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of storm sewer, and sanitary sewer.
2. Verify location of existing water lines, electric and private utilities.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

3.2 Preparation

A. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 Construction Layout

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Owner promptly.
- B. General: Lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated.
 - 3. Inform installers of the lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Owner when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures. Transfer survey markings and elevations for use with control lines and levels. Level foundations from two or more locations.

3.4 Field Engineering

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

3.5 Installation

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- D. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- E. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 Progress Cleaning

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80° F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 Protection of Installed Construction

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.8 Correction of the Work

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

3.9 Substantial Completion

- A. Contractor shall inform Owner/Owner's Rep when they feel Substantial completion has been reached. The Owner/Owner's Rep shall review work with the Contractor and approve or require further correction of the work.

END OF SECTION

SECTION 01 7700
PROJECT CLOSEOUT

1.0 CLEANING UP

- 1.1 Contractors shall, prior to punch list preparation, remove trash and debris and clean all walks, drives and parking areas.
- 1.2 Upon completion of work, Contractor shall remove all temporary structures, fences, surplus materials, and rubbish of every kind from site and dispose of legally, except in cases where permits require silt fences to remain.
- 1.3 If Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in the General Conditions.

2.0 AS-BUILT DRAWINGS/SPECIFICATIONS

- 2.1 Contractor shall maintain one set of Drawings and one set of bound specifications on which he/she shall record every deviation that is made from original drawings and specifications at the time the change is made.
- 2.2 Contractor shall keep a neat and complete record of exact manner in which all work is installed. Dimensions shall be included to accurately locate items that will be concealed and which may later be necessary to locate for service.
- 2.3 This record set of drawings and specifications shall be kept by Contractor at the job site for inspection by the Owner and the Owner's Representative.
- 2.4 At completion of the Work, Contractor shall arrange above records in order properly indexed and certify by endorsement thereof that each of the revised drawings and specifications is complete and accurate.
- 2.5 Before final payment is made, the Contractor shall deliver the annotated as-built drawings and specifications to the Owner's Representative. The as-built drawings and specifications created by the Contractor at all times remain the property of the Owner.
- 2.6 No review or receipt of such records by the Owner or the Owner's Representative of any deviation from the Contract Documents does in any way relieve the Contractor from his/her responsibility to perform the work in accordance with the Contract Documents
- 2.7 Where indicated on the Drawings, as-built drawings shall be a topographic survey that is prepared and sealed by an Illinois licensed surveyor. See Drawings for additional requirements. Items 2.1 through 2.6 above shall also apply.

3.0 PUNCH LIST

3.1 Upland Design Ltd. and the Owner shall make a final inspection of work after Contractor notifies the Owner that work is substantially complete. The Contractor will be notified in writing of incomplete and/or unaccepted items in a written punch list. These items, if any, are to be corrected or completed before final acceptance is granted by Owner. Failure of the Owner's Representative to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Following Contractor completion of all punch list work, Owner shall provide a written notice of final acceptance to Contractor.

4.0 MAINTENANCE AND OPERATION INSTRUCTION

4.1 Prior to final payment, Contractor shall arrange all technical instruction of Owner's maintenance personnel, either by his/her own or the equipment manufacturer's personnel.

5.0 GUARANTEES

5.1 The Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from the date of the final acceptance letter, except where certain guarantees are otherwise specified in writing to be longer than one year.

5.2 At the completions of the work, all such guarantees covering material, workmanship, maintenance, etc., as specified, shall be procured by the Contractor from the various suppliers and subcontractors, and forwarded to the Owner, together with a letter, addressed to the Owner, giving a summary of guarantees attached stating, the character of work, name of the Contractor, name of the material or equipment supplier, period of guarantee and condition of guarantee. This shall be done within fifteen (15) days of the punch list date.

5.3 Neither the final payment nor 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. Upon written notice, the Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

5.4 If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

END OF SECTION

SECTION 31 2000
EARTHWORK

1.0 GENERAL

1.1 Description

A. The work consists of all work as called for by plans and/or proposal form and may include the following: rough and finish grading to approved grade stakes; excavation of organic or unstable soils; excavation of debris and rocks; excavation, stockpiling and redistribution of topsoil; placement of sand or gravel base; placing and grading supplemental topsoil; and all other grading and excavation operations. Unless otherwise called for in the plans and specifications, work shall conform to all applicable Soil Erosion and Sedimentation Control Regulations as enacted in the County, City/Village, Soil and Water Conservation District, etc. having jurisdiction over the project location.

1.2 Submittals

A. Contractor shall submit samples and information to the Owner's Representative on the location of the source for any proposed materials to be brought on site. Source shall be subject to approval before use.

2.0 PRODUCTS

2.1 Fill Materials

A. Fill and backfill materials shall be clean, porous, granular materials free of clay, rock or gravel larger than two inches (2") in any dimension, debris, frozen material, vegetation or other deleterious matter. Contractor shall be permitted to use material excavated as part of this project as backfill material provided that excavated material meets all other requirements herein and is free of trash and other debris. Sod shall not be used for fill.

B. Fill material must be approved by the Owner's Representative before being placed. When suitable materials are not available from the excavation they shall be provided by the Contractor from off-site sources.

2.2 Topsoil

A. Topsoil is defined as follows: all topsoil shall be fertile, friable natural topsoil, typical for this locality. It shall not contain a mixture of subsoil or slag and shall be free of lumps, stones, plants or roots, stalks or other extraneous matter and shall not be used while in a frozen or muddy condition. Topsoil shall have an acidity range of pH 5.5 to pH 7.5 and shall contain not less than five percent nor more than twenty percent organic matter as determined by loss on ignition of moisture free sample dried at 100 degrees centigrade. Topsoil shall be classifiable as loam, silt loam, silty clay loam, or sandy clay loam, as determined from the Natural Resources Conservation Service - USDA triangular soil texture chart. Topsoil shall be used in the upper six inches (6") of all seeded areas.

2.3 Base Material

A. Base materials shall conform to specified detail and shall be properly graded mixture of natural or crushed gravel, crushed stone, or natural processed sand that will readily compact to the required density and remain in that condition.

3.0 EXECUTION

3.1 Layout

- A. The corners of the designated areas, including separate paving, surfacing, and lawn, shall be determined by careful survey according to plans and details. Stakes shall be set indicating the exact position of these corners and the final elevation of the indicated area.
- B. Before any excavation or filling operation begins, approval of the location and the proposed elevation must be obtained from the Owner's Representative. If existing conditions are at variance with the drawings, the Owner's Representative shall be notified before proceeding with the work and adjustments made only as directed.
- C. Back-filling shall be done only after the Owner's Representative has inspected and approved sub-grade. Notice that the work is ready for inspection shall be given promptly, and 48 hours minimum shall be allowed for making necessary examinations. Failure to comply may require excavation to previous grade and the performance of back-filling operations again at no additional cost to the Owner.

3.2 Stripping Topsoil

- A. Prior to the stripping of topsoil, all areas within the grading limits containing existing debris shall be cleaned sufficiently to permit easy use of the topsoil free of unmanageable debris. Topsoil in areas that are to be graded shall be stripped to the depth designated and stockpiled in an area approved by the Owner's Representative. This is the first supply of topsoil to be used for spreading over disturbed or graded areas. The site shall be excavated to provide a sub-grade which shall be shaped to true and even lines so as to assure a uniform thickness of the base course or other surfacing installation. Excess material and debris generated from this work shall be hauled from the site at the Contractor's expense.

3.3 Unsatisfactory Materials

- A. Unsuitable materials or unstable bearing soil for structures and pavements shall be excavated to stable soil and replaced with an approved sand, gravel or soil and compacted as specified.

3.4 Excavation for Structures

- A. Excavation for all structures, paving, and site improvements shall be to the tolerances specified and shall extend sufficient distances from footing and foundations to permit placing and removal of forms, installation of services, and other construction operations and inspections.

3.5 Dewatering

- A. Site is to be maintained in dry condition in excavations and areas to be filled. Fill, topsoil, or sub-base shall not be placed in water or excessively damp conditions. It is the Contractor's responsibility to remove water and maintain dry conditions.

3.6 Placing Fill

- A. During grading and filling operations, all fill shall be placed in five inches (5"), or less layers and compacted by operating heavy track, or rubber tired equipment over it or with compaction equipment. Fill and backfill shall be so

placed as to cause minimum disturbance to underlying soils. Material shall have the correct moisture content. Wet soil shall be disked or otherwise scarified to allow each layer to dry.

- B. Holes, pits and removed footings shall be filled and compacted to within six inches (6") of the surrounding grade with approved clean fill and then topped with six inches (6") compacted topsoil. Filling holes shall be considered incidental to the Contract.

3.7 Compaction

- A. Fill and sub-base material shall be compacted to not less than the 95% ASTM D1557 or Proctor Density. Compaction of topsoil in lawn areas shall be 85% of proctor density.

3.8 Grade Tolerance

- A. All earthwork shall be within one-half inch (1/2" or 0.042') of the elevations called for on the plans. All pavement grading shall be within one quarter inch (1/4" or 0.021') of the elevations called for in the plans. All grading shall drain uniformly to designated low points and all changes in elevation and transition areas shall be with gentle, rounded gradients. The grade tolerance allowed shall not create a situation where a walk or area becomes inaccessible per the Americans with Disabilities Act. If this occurs the work shall be removed at the cost of the Contractor and reinstalled to meet current ADA standards.

END OF SECTION

SECTION 32 1216
ASPHALT PAVING

1.0 GENERAL

1.1 Description

A. This work consists of providing all labor, material, tools and equipment necessary to construct new asphalt paths, parking lots, and/or roadways as shown on the plans.

1.2 Code and Regulations

A. Materials and methods used in the fulfillment of this Contract shall conform to the State of Illinois Standard Specifications for Road and Bridge Construction, hereby referred to as "State Specifications", latest edition, and all supplemental specifications and provisions adopted prior to the date of the Invitation to Bid for this project.

1.3 Submittals

A. Provide product data for each product specified

B. Job-Mix Designs: For each job mix proposed.

1. Job-mix design documentation shall include the amount of RAP material, by percentage of total mix, to be utilized.

2. Job-mix design documentation shall clearly indicate source/origin of RAP material.

C. Qualification Data: For IDOT qualified manufacturer.

D. Material Certificates: For each paving material, from manufacturer

E. Material Test Reports: For each paving material and mix.

2.0 MATERIALS

2.1 Crushed Aggregate Base

A. CA-6 crushed aggregate, Class B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of Section 301 of the State Specifications.

2.2 Prime Coat

A. The prime course shall consist of cutback asphalt MC-30 in conformance with Section 406 of the IDOT Specifications. Bituminous prime coat shall be applied with the application rate being a minimum of 0.30 gallons per square yard. Priming shall be applied through the use of a pressurized distributor vehicle or hand sprayer, at a rate of 0.2 to 0.5 gallons per square yard. Excess prime showing on the surface after the curing period, shall be blotted with sand prior to placement of the asphalt. All work and materials shall conform to applicable provisions of Section 406 of the IDOT Standard Specifications.

2.3 Asphalt Binder Course

A. The asphalt binder course shall be HMA Binder Course Mix, IL19.0, N50, conforming the IDOT Standard Specifications. All work and materials shall be performed in accordance with applicable provisions of the IDOT Standard Specifications. The minimum thickness of the completed bituminous binder course shall be as noted on plans measured at any point on the pavement surface.

2.4 Asphalt Surface Course

- A. The asphalt surface course shall be HMA Surface Course Mix IL9.5, N50, constructed on previously placed bituminous binder course or compacted base, per plans. The minimum thickness of the finished bituminous surface course shall be as noted on plans measured at any point of the pavement surface per appropriate detail. The work and materials shall conform to applicable provisions of the IDOT Standard Specifications Section 406
 - 1. The bituminous material used in the surface mixture shall be asphaltic cement grade 85-100 or 120-150 as approved by the Owner's Representative.
- B. The finished surface shall be true, uniform in texture, free from ruts, depressions, cracks, tears and checks, in conformance with Section 406 of the State Specifications. When tested, water should not stand or pool twenty-four hours after flooding

3.0 EXECUTION

3.1 Field Conditions

- A. Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met.

3.2 Methods

- A. Construction methods shall follow specifications described herein.

3.3 Protection of Vegetation

- A. Protection of existing vegetation shall conform with Specification 01 2100 as contained in this Specifications document. Protected vegetation shall include all trees, shrubs, plants or other vegetation within or adjacent to the construction area.
- B. At no time shall any material or equipment be stored, nor any construction activity take place within the drip line of any tree, within or adjacent to the construction area, without the written approval of the Owner/Owner's representative.

3.4 Restoration

- A. The Contractor shall be responsible for the restoration of adjacent turf or planting areas disturbed or damaged through the fulfillment of this Contract.
- B. Disturbed areas shall be restored by the placement of pulverized topsoil raked smooth and level with the finished pavement surface, free of any stones or debris. Seeding shall be as per landscape specification.

END OF SECTION

SECTION 32 1313
CONCRETE PAVING - Fiber

1.0 GENERAL

1.1 Description

- A. This work shall consist of all labor, equipment and materials necessary for complete installation of concrete work: slabs, paving, curbs, walls, footings, and concrete work as called for in the plans and details.
- B. All work, which is without a specification herein, shall be performed in accordance with the Standard Specifications for Road and Bridge Construction, latest edition adopted by the Illinois Department of Transportation.

1.2 Submittals

- A. Mix Design: Submit proposed mix design for approval.
- B. One copy of the delivery ticket shall be furnished to the Owner's Representative at the time the truck arrives at the job site.

2.0 MATERIALS

2.1 Crushed Aggregate Base

- A. CA-6 crushed aggregate, Type B, shall be placed, to a compacted depth as indicated on plans, as a base course. The aggregate shall be thoroughly dry, unyielding and free of screening and dirt before proceeding with priming and paving, in accordance with material and placement standards of IDOT State Specifications.

2.2 Concrete Materials

- A. The concrete shall be constructed of Portland Cement Concrete Type A, which shall have a minimum of six (6) bags of type one cement per cubic yard. Concrete shall meet ASTM C94.
- B. The coarse aggregate used shall contain a maximum of 2%, by volume, deleterious material (commonly called chert free aggregate) and the maximum size of the stone shall be three-quarter inch (3/4").
- C. Air content shall be not less than 5%, or more than 8%, and the slump shall not exceed four inches (4"). Fourteen (14) day compressive strength tests resulting in less than 3500 p.s.i. shall be cause for removal and replacement at Contractor's cost. Portland Cement shall conform to the requirements of the current ASTM Specifications for Air-Entraining Portland Cement.

2.3 Metal Reinforcing

- A. Metal shall be fabricated conforming to the most current standard of ASTM A616, Deformed Billet-Steel Bars for Concrete Reinforcement of the grades indicated on the drawings. Welded wire mesh or fabric shall conform to Specifications for Welded Steel Wire Fabric for Concrete Reinforcement ASTM 185-current year.

2.4 Fiber Reinforcing

- A. Fiber reinforcing material to be SINTA F19 or approved equal, manufactured from 100% virgin polypropylene in a microfilament form and contain over 50 million individual fibers for each 1.0 lb/yd³ dosed. Product shall be engineered specifically for use in concrete, alkali resistant, non-absorptive and completely non-corrosive. Product shall comply with ASTM Designation C 1116 Standard

Specification for Fiber-Reinforced Concrete and Shotcrete, Type III Synthetic Fiber-Reinforced Concrete or Shotcrete.

- B. Fibers shall be 20 mm (3/4 in.) multifilament polypropylene fibers as supplied by GCP Applied Technologies, Cambridge, MA 02140, or approved equal. Required dosage rate shall be as specified by the design engineer or architect. Product shall be used in strict accordance with the supplier's recommendations and within time as specified in ASTM C94. The fibers shall comply with ASTM Designation C1116 Type III 4.1.3 and with applicable building codes. Certification of compliance shall be made available on request. Standard ACI 302 procedures for placing, finishing and curing shall be followed when using SINTA F19

2.5 Additives

- A. Additives that have not been aforementioned within this specification shall not be used in any concrete without written approval from the Owner or Owner's Representative.

2.6 Forms

- A. Forms shall be of lumber with a minimum two-inch (2") nominal thickness and six-inch (6") nominal width or steel with equal rigidity. They shall be held securely in place by stakes, braces, or other means and shall not allow concrete leakage. Forms for curves shall be flexible or shall be curved forms conforming to radius of curves shown on drawings. The use of straight sections will not be permitted for curves. Forms shall be clean and those for surfaces to be exposed shall produce a smooth, even finish without fins or board marks.

2.7 Expansion Joint Material

- A. Expansion joint material shall meet the Illinois Department of Transportation Standard for Road and Bridge Construction, latest edition, Section 1051.00 Prefomed Expansion Joint Fillers. Approved filler shall be as described in Section 1051.03 Bituminous Prefomed Joint Filler and 1051.04 Prefomed Fiber Joint Filler and 1051.05 Bituminous Prefomed Inorganic Fiber Joint Filler and 1051.08 Prefomed Closed Cell Plastic Joint Filler. All applicable sections shall apply for the above approved items.

3.0 EXECUTION

3.1 Concrete Mixing

- A. Concrete shall be mixed only as required for immediate use and any which has developed initial set shall not be used. Concrete, which has partially hardened, shall not be re-tempered or re-mixed. The use of a fractional sack of cement will not be permitted unless the fractional part is measured by weight. The mixer shall be cleaned thoroughly each time when out of operation for more than thirty minutes.
- B. Concrete mixes will be measured as described in the current Method Test for Consistency of Portland Cement Concrete of the ASTM Designation C-143. The concrete shall at times be of such consistency and workability, that it will puddle readily into corners and angles of the forms and around joint, dowels, tie bars and reinforcement without excessive spading, segregation or undue accumulation of water.

- C. The mixing of concrete in truck mixers in route from the batching plant to the site will not be allowed without prior approval. Mixing shall take place at the batching plant. The mixing shall be done on a level area, sloping not more than two percent in any direction.
- D. The concrete shall be discharged within a period of one hour after the introduction of the mixing water with the dry materials or within a period of 1-1/2 hours after the cement has been placed in contact with the aggregates. It shall be within the specified limits for consistency and air content and it shall not be segregated.

3.2 Sub-grade

- A. Sub-grade or base shall be accurately graded and compacted as specified in Section 31 2000, EARTHWORK. The sub-grade or base shall be moistened just before the concrete is placed.

3.3 Forms

- A. The forms shall be set so that concrete slabs will have a slope of not less than one-quarter inch (1/4") per foot. Forms shall be held in line and grade by stake or braces at intervals to produce layout as specified in plans. Straight lines shall change to curve where line is tangent to curve. Forms shall be constructed in a manner that will permit their removal from exposed areas without damage to fresh concrete. Forms shall be of the full depth of the structure. Provide uniform bearing for all forms. The inside surface of the forms shall be oiled with a light, clear paraffin-base oil which will not discolor or otherwise injuriously affect the concrete as on walls or other exposed surfaces. All forming shall be approved by Owner or Owner's Representative before pouring concrete.

3.4 Reinforcement

- A. All steel reinforcement shall be accurately placed in position shown on plans and firmly held during the placing of concrete. When placed in the work, steel shall be free from dirt, rust, mill scale, paint, oil or other foreign material. Bars shall be placed with a variation in spacing between adjacent bars of not more than one-sixth of the spacing shown on the plans, and the clear distance from the near surface of the concrete and the reinforcement shall not vary from the distance shown on the plans by more than one-fourth the plan distance. Bars shall be tied at all intersections except where the spacing is less than one foot in each direction in which case every other intersection shall be tied. Supports for reinforcement which are to remain in the work shall be either precast concrete blocks of approved shape and dimensions or approved preformed steel bar-chairs.
- B. Bars shall not be spliced except as provided on the plans or as authorized by the Owner or Owner's Representative.
- C. SINTA™ F19 fiber may be added to concrete at any point during the batching or mixing process. SINTA™ F19 may be added to the aggregate during weighing or charging, or to the central mixer or truck before, during, or after charging. The load must be mixed at high speed for 5 minutes, or 70 revolutions, after the addition of the SINTA™ F19 to ensure uniform distribution. The standard range of addition for SINTA™ F19 is ¾ to 3 lbs/yd (450 to 1800 g/m) of concrete. Typically, 1½ lbs/yd (900 g/m) of SINTA™

F19 provides excellent results. Higher addition rates may be used to produce concrete when special properties are required.

3.5 Placing Concrete

- A. Placing concrete shall not be permitted until the sub-grade and forms have been approved by the Owner or Owner's Representative. The concrete shall be placed in one pour for the full depth of stated structure unless otherwise approved by the Owner or Owner's Representative. The concrete shall be placed in successive batches for the entire width of structure. It shall be struck off from 1/2" to 3/4" higher than the finished grade, tamped until all voids are removed and free mortar appears on the surface. Finally, it shall be thoroughly spaded along the edges, struck off to the proper grade, and finished to a plane, even surface with floats and trowels. The final troweling shall be done with steel trowel, leaving a smooth even surface.

3.6 Finishing

- A. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk or structure at right angles to the edges of the walk or structure, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks. Brush marks should be of a depth to produce a light broom finish.
- B. Edges on all concrete shall be rounded to a radius of one-quarter inch (1/4") with a finishing tool unless otherwise specified. All joints shall be rounded with a double edging tool having a radius of one-quarter inch (1/4") on each side and the surface shall then be brushed lightly to produce a slightly roughened surface and remove the finishing tool marks.
- C. The surface shall be divided by grooves called contraction joints constructed at right angles to the centerline of the sidewalk or structure. These joints shall extend to one-quarter inch (1/4") the depth of the sidewalk, shall be not less than one-eighth inch (1/8") and no more than one-quarter inch (1/4") in width, and shall be edged with a jointing or edging tool having one-quarter inch (1/4") radius. The joints shall be five feet (5') apart on sidewalks and ten feet apart on curbs unless otherwise specified.
- D. Expansion joints shall be placed between all separate pours, all structures and at thirty foot intervals on both sidewalks and curbs.

3.7 Sandblast Finish

- A. Specified sandblast surfaces to be finished with silica sand suitable for intended purpose at least twelve (12) days after the concrete has been poured. Sandblast depth per plans, exposing the aggregate but not so deep as to drive the aggregate out of the wall or create voids in the surface. Create uniform pattern and exposure while avoiding over-blasting. Seal all surfaces with two (2) coats approved clear sealer after concrete has fully cured and dried.
- B. Sandblast sample shall be created by the Contractor for approval by Owner's Representative before work commences.

3.8 Protection

- A. Protection of Concrete shall be performed in following manner:

1. Protection Against Vandalism: The Contractor shall take all necessary precautions to ensure the protection of work against vandalism or graffiti. Any work, which is blemished in the finish, will be cause for rejection of flat work or curbing.
2. Protection Against Rain: The Contractor shall take such precautions as are necessary to protect the concrete from damage.
3. Hot Weather Limitations - Casting of concrete during hot weather shall be limited by the temperature at the time of placing. Concrete shall not be cast when the temperature is above 90° F. Care shall be taken to properly wet and protect all concrete placed indirect sun or in hot weather.
4. Cold Weather Limitations - No concrete shall be placed unless the temperature of the air in the shade and away from artificial heat is at least 32° F and rising unless specifically approved. All concrete poured at less than 40° F, or at a time when within 24 hours of pouring concrete the temperature shall dip below 40° F shall be insulated. The Contractor shall be responsible for the concrete placed during cold weather and any concrete injured by frost action shall be removed and replaced at Contractors expense.

3.9 Curing

- A. Forms shall be left in place for a period of not less than 12 hours. Immediately after they have been removed, all porous or honeycomb areas thus uncovered shall be filled smooth with mortar consisting of one part cement and two parts fine aggregate. Also, the ends of all expansion joints shall be cut open to the full width of the expansion joint material.
- B. Placing concrete, once started, shall be a continuous operation. No portion of a walk, curb or paved area shall be partially poured except as shown for installation of joints.

3.10 Footings

- A. Concrete footings shall be sloped at the top to ensure drainage away from the embedded item (post or otherwise). All footings shall be constructed as indicated on the detail drawings. All footings unspecified on drawings shall be according to the manufacturer's specifications of the product to be footed, but depth of all footings shall be a minimum of 42" below finished grade.

END OF SECTION

SECTION 32 9219
LAWN SEEDING

1.0 GENERAL

1.1 Description

- A. This work consists of complete construction of lawn areas including: finish grading, tilling, cleaning seed bed, seeding, blanket, fertilizing, weed control, and mowing.

1.2 Submittals

- A. Grower and/or supplier's product data sheet showing the percentages and most current grass seed varieties being used in the specified seed mix for Owner/Owner's Rep approval.
- B. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

2.0 MATERIALS

2.1 Seed

- A. Seed shall be delivered to the site in the original sacks as received from the producer, and each sack shall be tagged in accordance with the agricultural seed laws of the United States and the State of Illinois. Each sack shall be tagged showing the dealer's guarantee as to the year grown, percentage of purity, percentage of germination and the date of the test by which the percentages of purity and germination were determined. All seed sown shall have a date of test within six (6) months of the date of sowing.
- B. Any seed delivered prior to use shall be stored in such a manner that it will be protected from damage by heat, moisture, rodents, or other causes.
- C. **New turf** areas shall be seeded with a uniform seed mixture consisting of a total of 60% Perennial Ryegrass using 30% each of two different varieties, and 40% Kentucky Bluegrass using 20% each of two different varieties . Approved seed mix for new turf areas an approved equal:

Field of Dreams Athletic Mixture by ConServ FS

- D. **Lawn areas to be renovated** shall be seeded with a uniform seed mixture consisting of 50% Perennial Ryegrass using 25% each of two different varieties and 50% Bluegrass using 25% each of two different varieties. Approved seed mix for areas to be renovated or an approved equal:

Field of Dream Reseeder Mixture by ConServ FS

2.2 Blanket

- A. Blanket shall be excelsior for slopes greater than 1:4 and straw based on slopes less than 1:4. Both shall be woven so as to prevent flyaway of fibers. Blanket shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives. Blanket stakes shall be biodegradable (not metal).

2.3 Fertilizer

A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mixes:

1. New Seeding Areas: 13-25-12 with 30% of nitrogen in slow release formula
2. Over-seed Areas: 22-3-11 with 50% of nitrogen in slow release formula

3.0 EXECUTION

3.1 Seeding Operations

- A. Remove all debris, including large stones, roots and construction materials. Fill all depressions in lawn area with topsoil prior to top dressing operations. No debris may be buried in pits on the site.
- B. Topsoil shall be applied at 6" depth. Topsoil may be blended with sand up to a ratio of 3 parts topsoil to 1 part sand to facilitate application. Contractor shall till; fine grade; remove all clumps, clay, sod clods, and undesirable materials. Seed bed shall be approved by Owner's representative before seeding.
- C. Seed shall be applied at the rates listed below for a dense stand with a Brillion, slit seeder, or other mechanical seeder. For new seeded areas, the entire seed bed area shall be covered with bio-degradable blanket. All seed areas must be completely and uniformly covered. Re-seed areas shall have no blanket applied.

3.2 Seeding Rates

A. Seed shall be applied at the following rates - except if dormant seeding is completed in late fall, then rates to be doubled:

Seed	Rate per 1000 square feet
Field of Dreams Athletic Mix	4.5 pounds
Field of Dreams Reseeder Mix (over seed in Spring)	2.5 pounds

3.3 Fertilizing

- A. NEW SEEDING AREAS: 1.5 pounds of nitrogen fertilizer shall be applied per 1,000 square feet of turf shall be applied at time of initial seeding. See 2.3 for fertilizer mix. It shall be applied evenly over the planting area.
- B. RESEEDED AREAS: 0.75 pounds of nitrogen per 1,000 square feet shall be applied at time of overseeding, unless another amount is specified on plan. See 2.3 for fertilizer mix.

3.4 Repairs

A. The Contractor shall be responsible for the repair of any damage to existing lawns, which may result from his work, and such repairs shall be made swiftly in a thorough and workmanlike manner, with minimum inconvenience to the Owner and users of the site. Where lawn areas have been disturbed or damaged, the damaged lawn areas, ruts and depressions shall be cultivated, filled with topsoil, settled to proper grades and seeded. Repairs shall be made to the satisfaction of the Owner or Owner's representative.

3.5 Maintenance

A. It is the responsibility of the Contractor to maintain all seeded lawn areas; this may include cultivation, reseeding, fertilizing, watering, mowing, and the control of weeds until final acceptance has been granted. The Contractor shall mow

the grass to a three -inch (3") height if it reaches a four-inch (4") height any time prior to final acceptance. The Owner's representative shall inspect the conditions of the stand to determine satisfaction or the need to improve the stand. Satisfaction is based on 95% coverage over the entire new seeding area and over-seed areas. Maintenance shall continue by the Contractor until acceptance has been granted.

3.6 Watering

- A. Watering must be started immediately after the seed is installed. Watering should begin as soon as an area large enough to put down a sprinkler is ready.
- B. Thoroughly soak the seed and the soil under the seed. It should be moist at least 2 inches deep. Corners shall be noted and may need to be hand watered to ensure full coverage.
- C. After the first watering, water enough to keep the soil under the seed moist, but not muddy. In cool weather this may mean watering only every 3 or 4 days. In very hot weather, you may have to water daily. **Do not allow the seed or soil underneath to dry out between watering.**
- D. In about two weeks the seed should have begun to knit to the soil underneath and the watering can be lessened to once or twice per week depending on the weather conditions.
- E. If an irrigation system is in place, it is the responsibility of the Contractor to ensure that the system is working and is covering all new seed areas. This responsibility continues until the site is turned over to the owner.
- F. Watering shall continue and be maintained by the contractor for at least 30 days beyond substantial completion. It is the contractor's responsibility to meet lawn establishment requirements – additional watering by contractor may be needed.

END OF SECTION

EAST HARBOR PARK PATH RENOVATION IMPROVEMENTS AGREEMENT

This East Harbor Park Path Renovation Improvements Agreement (the “Agreement”) is entered as of this _____ day of July, between Hanover Park Park District, an Illinois park district located in Cook and DuPage Counties, Illinois, (the “Park District” or “Owner”) and _____ (the “Contractor”) (collectively, the “Parties”).

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.
 - A. “Project Work” shall mean the Hanover Park Park District 2022 East harbor Park path Renovation project, including, but not limited to, removal and disposal of existing grading, site work, installation of underdrain system, concrete curbs, sidewalks and pathways, restoration work, landscaping, and all ancillary work including the base bid work, to be performed in strict compliance with the below defined Contract Documents (the “Project Work”).
 - B. “Project Site” shall mean East Harbor Park, 4001 Woodlake Drive, Hanover Park, Illinois.
 - C. “Contract Documents” shall mean each of the following described documents each of which is set forth in the Project Manual for the East Harbor Bike Path Renovation Improvements dated June 21, 2022, prepared by Upland Design, Ltd. (Project #1028):
 - i. the General Conditions,
 - ii. Instructions to Bidders,
 - iii. the Specifications (Sections 01 1306 through 32-9219 inclusive),
 - iv. Drawings consisting of 15 separate sheets with drawings entitled “East Harbor Park Path Replacement”),
 - v. all documents set forth in the Project Manual for East Harbor Park Path Improvements prepared by Upland Design, Ltd. dated June 21, 2022 (the “Project Manual”) which is expressly incorporated herein by reference,
 - vi. Contractor’s Bid Proposal dated July 8, 2022, including the following Bidder certifications:

- (a) Substance Abuse Prevention on Public Works Project Act.
- (b) Contractor Compliance Attachment.
- (c) Certification That Bidder is Not Barred From Public Contracting Due to Bid Rigging or Bid Rotating.
- (d) Certification of Bidder Regarding Equal Employment Opportunity Instructions.
- (e) Certification That Bidder has Adopted and Maintains a Written Sexual Harassment Policy.
- (f) State of Illinois Drug Free Workplace Certification.
- (g) Tax Compliance Affidavit.

- vii. attached Addenda ___ issued prior to receipt of bids [strike if none].
- viii. this Hanover Park Park District East Harbor Park Path Renovation Improvements Agreement.
- ix. the Performance Bond and the Labor and Material Payment Bond.

D. "Landscape Architect" or "Architect" shall mean Upland Design, Ltd., 24042 Lockport Street, Suite 200, Plainfield, Illinois 60544, phone 815-254-0091.

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the Contract Documents on or before October 28, 2022. Time is of the essence of this Agreement.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$ _____ consisting of the Base Bid and Alternates _____ [strike if none] selected by the Owner) (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, as built drawings, testing, removal and disposal of construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. No payments shall be made by the Park District for any materials, goods, supplies and/or equipment until said materials, goods, supplies and/or equipment have been incorporated into the Project Work and are otherwise in strict compliance with the Contract Documents, and further subject to the requirements of this Section 3.

- C. Upon completion of the Project Work and any Repair Work and/or Restoration Work required hereunder, Contractor shall submit the following documentation to the Park District:
- i. An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Park District and/or the Landscape Architect may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Park District. Payments shall be further reduced by such additional amounts as Landscape Architect and/or Park District determines for non-conforming work and unsettled claims.
 - ii. General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; proof of filing of Certified Payrolls with the Illinois Department of labor (the "IDOL") from Contractor and all subcontractors that furnished labor in connection with the Project as required in Subsection G; and such other documentation required under the Contract Documents and/or required by Owner and/or Landscape Architect (collectively, "Final Payment Request Documentation").
 - iii. Contractor shall perform testing and demonstrations, and submit all reports, certifications and documentation required under the Contract Documents, the cost of which is included in the Contract Sum.
 - iv. Following receipt of the Final Payment Request Documentation and all certifications, testing, reports, guaranties, as-built drawings and all documents and submittals required under the Contract Documents, and following the Park District and Landscape Architect's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Park District shall tender payment to the Contractor of the balance of the Contract Sum, subject to the terms and conditions herein.
- D. It shall be a condition precedent to any payment required by the Park District hereunder, that the Park District and the Landscape Architect have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions herein. The Park District shall deduct from the final payment hereunder, amounts as determined for incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any required Restoration Work, and for any unsettled claims, and further subject to the conditions herein.

- E. Payments shall be further contingent upon the consent of the surety issuing the Performance Bond and the Labor and Material Payment Bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety or the issuer shall be withheld without any liability to the Park District.
- F. In the event the Contractor, Park District and/or Landscape Architect is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Park District, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been full adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s), letter of credit or cash bond as are acceptable to the Park District. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Park District with an indemnification agreement and an additional mechanic's lien bond, letter of credit or cash bond in form approved by the Park District issued by a surety company or issuer acceptable to the Park District.
- G. It shall also be a condition precedent to any payment hereunder that Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) or utilizing IDOL's portal (the "Certified Payrolls"). The Park District will not process or release any payments prior to receiving proof that all Certified Payrolls have been filed with the IDOL relative to each applicable pay application.
- H. Notwithstanding the foregoing, in no event shall the Park District's acceptance of the Project Work, Contractor's Payment Request Documentation and/or any Certification and/or the Park District's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

4. Intentionally Omitted.

5. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. Compliance With Law. All goods, equipment, materials, and all labor furnished by Contractor and Contractor's Agents (defined below) shall comply with all

applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Hanover Park Ordinances, including but not limited to the DuPage County Stormwater Ordinance, as amended, adopted by and incorporated by reference into the Village of Hanover Park codes, ordinances and regulations, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Hanover Park Park District, and its officials, officers, employees, and volunteers (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, including without limitation the deck Replacement Work, the Repair Work, Punch List Work, and/or Warranty Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Park District. In the event of any such suit, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Park District. All subcontractors shall be approved by the Park District. Any such assignment by Contractor without the Park District's written approval shall be null and void.

9. Taxes. The Park District is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspection, equipment inspection, and represents and warrants that the Contractor Documents and depictions are adequate and the required results can be produced under the Contract Documents and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance. Contractor shall procure and maintain for the duration of the Agreement, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Project Work hereunder by the Contractor, its agents, representatives, employees, subcontractors, and material suppliers, or any of them.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If Contractor maintains said types and breadth of CGL coverage but with limits of only \$1,000,000 per occurrence and \$2,000,000 aggregate CGL coverage, Contractor can satisfy the CGL coverage requirements if in addition to said \$1,000,000/\$2,000,000 limits Contractor also maintains excess umbrella liability coverage of not less than \$4,000,000 each occurrence and \$4,000,000 aggregate.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Park District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Park District.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Park District. At the option of the Park District, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Park District, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Park District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Park District.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions;

1. **The Hanover Park Park District and Upland Design Ltd., and each of their respective officers, officials, employees, and volunteers, and Upland Design, Ltd.'s directors, shareholders, and subconsultants (collectively, the "Additional Insureds") are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Park District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Park District, its officers, officials,

employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Park District.

D. Claims Made Policies

CGL coverage shall be on an occurrence basis. If any other coverage required is written on claims-made coverage form the following shall apply thereto:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of the Project Work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project Work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of the Project Work.
4. A copy of the claims reporting requirements must be submitted to the Park District for review and approval.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Park District.

F. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Park District for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage

Contractor shall furnish the Park District with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Park District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Park District reserves the right to require complete,

certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. All Insurance Obtained Shall Apply Separately to Each Insured.

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

I. Insurance Requirements Cannot be Waived by Park District.

Under no circumstances shall the Park District be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

1. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
2. failing to review any Certificates of Insurance received;
3. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or
4. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District and/or any of the other Additional Insured.

J. Liability of Contractor is not Limited by Purchase of Insurance.

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Park District does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in

excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

K. Notice of Personal Injury or Property Damage.

Contractor shall notify the Park District, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

L. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except the amount of CGL insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, and Contractor shall ensure that the Park District is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Park District with a Performance Bond and Payment Bond each in the amount of 110% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Park District, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Hanover Park Park District as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work, Repair Work and/or Restoration Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds are included in the Contract Sum set forth in paragraph 3.

13. Illinois Prevailing Wage Act

- A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, Restoration Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.
- B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each

of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Park District in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). Copies of the 5/8/2022 prevailing wage rates for DuPage County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for DuPage County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:

<http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Warranty.

- A. Contractor shall assign all manufacturers' warranties for the Project Work to the Park District. Notwithstanding such assignments, Contractor expressly warrants to the Park District that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Park District for a period of one (1) year commencing upon the completion of the Project Work and acceptance of same by the Park District, and two (2) years after said acceptance for all concrete work and materials to cover structural failures as well as surface erosion due to spalling caused by frost popping soft aggregate within the concrete and surface erosion due to faulty workmanship. All concrete work not meeting industry standards shall be removed and replaced at no charge to the Owner. These warranties are in addition to, and not in lieu of, the warranties set forth in the Project Manual and/or Drawings. Work performed under these warranties and/or those set forth in the Project Manual and/or Drawings are hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from the Park District demanding the Warranty Work, weather permitting (the "Warranty Completion Date").
- B. If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot warrant for the

indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting its 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.

15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph 18.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:

If to Landscape Architect:

Upland Design, Ltd.
24042 Lockport Street, Suite 200
Plainfield, IL, 60544
Fax: _____
Email: _____

If to the Park District:

Hanover Park Park District
1919 Walnut Avenue
Hanover Park, Illinois, 60133
Attention: Steve Bessette
Fax: 630-837-9720
Email: s.bessette@hpparks.org

With a copy to:

Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172
Fax: 630-529-2019
Email: bem@mrazlaw.com

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. Contractor shall repair any damage to the Project Site and/or any other Park District property attributable to acts and/or omissions of Contractor and/or Contractor's Agents and/or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within five (5) days of the Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").

18. Punch List Work. Punch List Work shall mean the work created at Project Closeout Section 01 7700 Section 3.0 entitled "Punch List".

19. Restoration Work. Restoration Work shall mean the Lawn Seeding work described in Section 32 9219.

20. Limitation on the Park District's Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Park District and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Park District and/or other Indemnified Parties.

21. Hazardous Substances and Material Safety Data Sheets.

A. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site and/or any other property owned, leased or controlled by the Park District (collectively, "Subject Property") by Contractor and/or Contractor's Agents. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental

Laws”). If Contractor’s activities or the activities of any of Contractor’s Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Park District. Contractor shall immediately notify the Park District both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an “imminent hazard” under any Environmental Laws.

- B. Contractor’s indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.
- C. When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law (820 ILCS 255/1, et seq., 820 ILCS 220/0.01, et seq., and 820 ILCS 225/0.1, et seq.)

22. Delays in Project Work. Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor’s sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor’s control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

23. Change Orders.

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Project Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Architect. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Park District Board of Park Commissioners (“Park Board”) shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Project Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Park District Director or Park Board.
- B. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to change and accept payment for its overhead

and profit at the following percentages of the cost attributable to the change in the Project Work:

- i. Ten percent (10%) of Project Work by the Contractor not involving subcontractors.
- ii. Five percent (5%) for Project Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Project Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).

24. Relationship of the Parties.

- A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Park District, and therefore is not entitled to any benefits provided to employees of the Park District. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Park District. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Park District, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.
- B. Contractor shall at all times have sole control over the manner, means and methods of performing the services and Project Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Park District nor Landscape Architect shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and

supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Landscape Architect shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

25. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

26. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

27. No Waiver of Immunities and/or Privileges. 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 any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

28. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Park District as follows:

- A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized
- C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

29. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code. Contractor shall comply with the Architectural Barrier Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

30. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

31. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

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

33. Miscellaneous

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by the Park District and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or

unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.
- K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Hanover Park Park District

Contractor:

By: _____
President

By: _____
Name: _____
Title: _____

Attest:

Attest:

Secretary

Name: _____
Title: _____

DuPage County Prevailing Wage Rates posted on 5/18/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		45.90	46.90	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.85	41.96	1.5	1.5	2.0	2.0	14.42	12.61	0.00	0.82	
BOILERMAKER	All	BLD		53.66	58.48	2.0	2.0	2.0	2.0	6.97	23.69	0.00	2.67	
BRICK MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
CARPENTER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
CEMENT MASON	All	ALL		47.50	49.50	2.0	1.5	2.0	2.0	16.75	20.74	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		42.80	42.80	1.5	1.5	2.0	2.0	11.45	14.27	0.00	0.94	
COMMUNICATION TECHNICIAN	All	BLD		34.71	37.51	1.5	1.5	2.0	2.0	12.85	23.75	3.20	0.68	0.10
ELECTRIC PWR EQMT OP	All	ALL		46.06	62.84	1.5	1.5	2.0	2.0	6.75	12.90	0.00	1.15	1.38
ELECTRIC PWR GRNDMAN	All	ALL		35.38	62.84	1.5	1.5	2.0	2.0	6.75	9.91	0.00	0.88	1.06
ELECTRIC PWR LINEMAN	All	ALL		55.37	62.84	1.5	1.5	2.0	2.0	6.75	15.50	0.00	1.38	1.66
ELECTRIC PWR TRK DRV	All	ALL		36.67	62.84	1.5	1.5	2.0	2.0	6.75	10.27	0.00	0.92	1.10
ELECTRICIAN	All	BLD		41.83	46.08	1.5	1.5	2.0	2.0	12.85	27.00	6.85	0.95	0.10
ELEVATOR CONSTRUCTOR	All	BLD		60.42	67.97	2.0	2.0	2.0	2.0	15.87	19.31	4.83	0.64	
FENCE ERECTOR	NE	ALL		45.67	47.67	1.5	1.5	2.0	2.0	13.68	16.39	0.00	0.65	
FENCE ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
GLAZIER	All	BLD		47.60	49.10	1.5	2.0	2.0	2.0	14.99	23.55	0.00	1.43	
HEAT/FROST INSULATOR	All	BLD		51.80	54.91	1.5	1.5	2.0	2.0	14.42	15.36	0.00	0.82	
IRON WORKER	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
LABORER	All	ALL		45.90	46.65	1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
LATHER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		37.00	50.10	1.5	1.5	2.0	2.0	11.70	19.10	0.00	0.93	
MARBLE MASON	All	BLD		47.71	52.48	1.5	1.5	2.0	2.0	11.70	20.53	0.00	1.02	
MATERIAL TESTER I	All	ALL		35.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MATERIALS TESTER II	All	ALL		40.90		1.5	1.5	2.0	2.0	16.55	14.71	0.00	0.90	
MILLWRIGHT	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
OPERATING ENGINEER	All	BLD	1	53.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	2	52.30	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	3	49.75	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	

OPERATING ENGINEER	All	BLD	4	48.00	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	5	57.35	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	6	54.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	BLD	7	56.60	57.60	2.0	2.0	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	HWY	1	51.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	2	51.25	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	3	49.20	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	4	47.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	5	46.60	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	6	54.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
OPERATING ENGINEER	All	HWY	7	52.80	55.80	1.5	1.5	2.0	2.0	21.40	18.60	2.00	2.40	
ORNAMENTAL IRON WORKER	E	ALL		52.13	54.63	2.0	2.0	2.0	2.0	14.23	23.99	0.00	1.25	
ORNAMENTAL IRON WORKER	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
PAINTER	All	ALL		49.30	51.30	1.5	1.5	1.5	2.0	19.08	4.15	0.00	1.10	
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	
PILEDRIVER	All	ALL		50.86	52.86	1.5	1.5	2.0	2.0	11.79	24.76	0.00	0.79	
PIPEFITTER	All	BLD		52.00	55.00	1.5	1.5	2.0	2.0	11.60	21.85	0.00	2.92	
PLASTERER	All	BLD		48.60	51.52	1.5	1.5	2.0	2.0	11.70	20.98	0.00	1.02	
PLUMBER	All	BLD		52.80	55.95	1.5	1.5	2.0	2.0	16.45	16.75	0.00	1.47	
ROOFER	All	BLD		46.70	50.70	1.5	1.5	2.0	2.0	11.58	14.56	0.00	0.96	
SHEETMETAL WORKER	All	BLD		51.83	54.42	1.5	1.5	2.0	2.0	11.22	19.08	0.00	1.45	2.46
SPRINKLER FITTER	All	BLD		52.25	55.00	1.5	1.5	2.0	2.0	14.20	18.60	0.00	0.75	
STEEL ERECTOR	E	ALL		54.51	56.51	2.0	2.0	2.0	2.0	15.40	25.06	0.00	0.44	
STEEL ERECTOR	W	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28	
STONE MASON	All	BLD		48.56	53.42	1.5	1.5	2.0	2.0	11.70	21.06	0.00	1.03	
TERRAZZO FINISHER	All	BLD		44.54	44.54	1.5	1.5	2.0	2.0	11.45	16.64	0.00	0.97	
TERRAZZO MASON	All	BLD		48.38	51.88	1.5	1.5	2.0	2.0	11.45	18.10	0.00	1.00	
TILE MASON	All	BLD		49.75	53.75	1.5	1.5	2.0	2.0	11.45	17.98	0.00	1.02	
TRAFFIC SAFETY WORKER I	All	HWY		38.50	40.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRAFFIC SAFETY WORKER II	ALL	HWY		39.50	41.10	1.5	1.5	2.0	2.0	8.90	8.90	0.00	0.90	
TRUCK DRIVER	All	ALL	1	40.06	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	2	40.21	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	3	40.41	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TRUCK DRIVER	All	ALL	4	40.61	40.61	1.5	1.5	2.0	2.0	10.15	13.57	0.00	0.15	
TUCKPOINTER	All	BLD		48.25	49.25	1.5	1.5	2.0	2.0	8.79	20.47	0.00	1.01	

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines;

Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro

Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the

mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Bid Proposal for:
 East Harbor Park
 Path Renovation

Contractor: _____

TO: Hanover Park Park District
 East Harbor Park Path Renovation
 1919 Walnut Avenue,
 Hanover Park, Illinois 60133

Project # 1028

The undersigned bidder has carefully examined the plans and specifications for East Harbor Park Path, in Hanover Park, Illinois as prepared by Upland Design Ltd. and having carefully examined the site and completely familiarized him/herself with local conditions affecting the cost of the work: hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all the work and furnish all materials, called for by said plans and specifications in the manner prescribed by in accordance with the requirements of the contract, specification and drawings: and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of the items of work and is equal to the summation of the extension of the unit prices.

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet

LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard

LS = Lump Sum

FF = Finished Face

BASE BID

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
2	Asphalt Paving - Trail	3842	SY	\$	\$
3	Concrete Paving	133	SF	\$	\$
4	ADA Depressed Curb	8	LF	\$	\$
5	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket	1	LS	\$	\$

Base Bid Total \$ _____

Base Bid in Writing:

ALTERNATE: Central Loop Renovation

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
Add A1-1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
Add A1-2	Asphalt Paving - Trail	452	SY	\$	\$
Add A1-3	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket cover at all disturbed areas.	1	LS	\$	\$

Alternate Bid Total \$ _____

Alternate Bid in Writing:

End of Bid Items - Fill out remainder of forms.
Provide 2 copies of bid form.

CONTRACTOR: _____

CONTACT: _____ SIGNATURE: _____

PHONE: _____ FAX: _____

ADDRESS: _____

List Surety Company Which Contractor will be using for Performance and Payment Bonds: _____

CONTRACTOR COMPLIANCE ATTACHMENT

The following shall be included with proposal form.

A.) The contractor shall abide by and comply with all applicable local and state laws relating to:

- 1.) Fair employment practices and prohibiting discrimination in employment as set forth in the Illinois Human Rights Act
- 2.) Any and all applicable workmen’s compensation laws
- 3.) Wages and claims of laborers, mechanics and other workmen, 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.

The scale of wages to be paid shall be obtained from the Illinois Department of Labor and posted by the Contractor in a prominent and accessible place.

B.) The Contractor certifies it has not been barred from being awarded a contract with a unit of state or local government as a result of violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

C.)The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has written sexual harassment policy that includes, at a minimum, the following information (I) 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, investigation 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. A copy of the policy shall be provided to the Department of Human Rights upon request.

D.)The Contractor certifies that it shall follow the Illinois Prevailing Wages Act (820 ILCS 130/01, et seq) Contractor shall comply at all times with the provisions of the Act.

Contractor Signature

Date

Contractor Name

**CERTIFICATION THAT BIDDER IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

The undersigned hereby certifies that (Name of Company) ("Bidder") 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. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to Hanover Park Park District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: _____, 2022

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____(Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____(Company).

Dated: _____, 2022

Notary Public

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any BIDDER or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name of Bidder:

Address:

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ___ No ___
 2. Compliance reports were required to be filed in connection with such contract or subcontractor. Yes ___ No ___
 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ___ No ___
 4. If answer to Item 3 is "No", please explain in detail below. Yes ___ No ___

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

**CERTIFICATION THAT BIDDER HAS ADOPTED AND MAINTAINS A
WRITTEN SEXUAL HARASSMENT POLICY**

The undersigned hereby certifies that _____ (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101; *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Company).

Dated: _____, 2022

Notary Public

**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1). The Drug Free Workplace Act. Effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contractor grant payments, termination of the contractor grant and debarment of contracting or grant opportunities with the State for at least one(1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State. The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contractor grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

(Print Name of Organization)

(Signature of Authorized Representative)

(Printed Name Name and Title)

(Date)

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed official of _____(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the

Signature

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____(Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____(Company).

Dated: _____, 2022

Notary Public