

# **Project Manual**

Bid Packet and Specifications April 9, 2025

# **Plainfield Park District:**

# **Normantown Trail Phase 2**

# Bid # 2046

23729 W. Ottawa Street Plainfield, IL 60544

Bid Submission Deadline: May 1, 2025 @ 10:00 AM

Bid Opening: May 1, 2025 @ 10:00 AM

At

Plainfield Park District 23729 West Ottawa Street Plainfield, IL 60544

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#### ADVERTISEMENT FOR BID

The Plainfield Park District is accepting bids for the following project:

#### - Normantown Trail Phase 2

Sealed proposals will be received until <u>May 1, 2025 @ 10:00 AM</u> by mail or delivered by hand to the Plainfield Park District Administration Office: 23729 W. Ottawa Street, Plainfield, IL 60544. Immediately thereafter, the bids will be publicly opened and read aloud at 23729 W. Ottawa Street, Plainfield, Illinois.

Each bid must be placed in an opaque sealed envelope and clearly marked <u>Plainfield Park District :</u> <u>Normantown Trail Phase 2 Bid # 2046.</u> Bids submitted after the closing time will be rejected and returned unopened. No responsibility shall be attached to any person for the premature opening of a bid not properly identified. No oral proposals or modifications will be considered. **No faxed or e-mail bid or modification of a bid will be considered**.

The work of this project is subject to the Illinois *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq*. A prevailing wage determination has been made by the Illinois Department of Labor for public works projects in Will County. The Contract entered into for the work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) foreach craft, type of worker, or mechanic. All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Plainfield Park District for ten percent (10%) of the amount of the bid.

Potential Bidders may obtain bid information by emailing <u>Bob Collins</u> at the Plainfield Park District at <u>collins@plfdparks.org</u> beginning April 9, 2025, at NOON. All correspondence must be in writing through this email. Project manuals are available at no charge through our website at www.plfdparks.org or via email upon request at: <u>collins@plfdparks.org</u>.

The Plainfield Park District reserves the right to waive all technicalities, to accept or reject any or all bids, and/or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Plainfield Park District.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

# INVITATION TO BID

Date: April 9, 2025

# RE: Plainfield Park District : Normantown Trail Phase 2 Bid # 2046

Dear Bidder:

Sealed bids for <u>Plainfield Park District : Normantown Trail Phase 2 Bid # 2046</u> will be received by the Plainfield Park District ("Park District") at its Administrative Office, 23729 West Ottawa Street, Plainfield, IL 60544 until <u>May 1, 2025 @ 10:00 AM.</u> The bids will then publicly opened and read aloud immediately thereafter in the conference room at the Plainfield Park District, 23729 West Ottawa Street, Plainfield, IL 60544. Bids submitted after the closing time will be returned unopened. No oral proposals or modifications will be considered. No faxed or e-mail bid or modification of a bid will be considered.

Proposals shall be submitted on the Bid Form included in these Bid Documents. After bid opening, no Bidder may withdraw its proposal for a period of ninety (90) calendar days.

The Park District will award the Contract for this project to the lowest responsible Bidder. In considering a Bidder's responsibility, the Park District will evaluate, among other factors, terms of delivery, quality, conformity with specification, serviceability and any other factors as determined by the Park District.

The Park District reserves the right to waive all technicalities, to accept or reject any or all bids, and/or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the Park District.

Bids shall not include federal excise tax or state sales tax for materials and equipment to be incorporated in, or fully consumed in the performance of, the work. An Exemption Certificate will be furnished by the Park District on request of the Bidder, for use in connection with this project only.

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

All bid proposals must be accompanied by a bid bond or bank cashier's check payable to the Park District for ten percent (10%) of the amount of the bid. The successful Contractor shall also be required to submit Performance and Payment Bonds as required by these Bid Documents upon award of the Contract.

The Contractor selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders including but not limited to those pertaining to equal employment opportunity.

This project is pending approval from ComEd, the contractor shall not proceed with construction prior to ComEd approval and the contractor shall not hold the Park District responsible for any expenses or costs incurred by the contractor as a result of this condition.

#### **INSTRUCTIONS TO BIDDERS**

#### DATE: April 9, 2025

#### BID REQUEST: Plainfield Park District : Normantown Trail Phase 2 Bid # 2046

Sealed bids for this project will be accepted until <u>May 1, 2025 @ 10:00 AM</u> and then publicly opened and read aloud immediately thereafter in the conference room at the Plainfield Park District, 23729 West Ottawa Street, Plainfield, IL 60544. Any bids received after 9:00 AM will be considered non-responsive and returned. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Plainfield Park District Board of Commissioners at a regularly scheduled meeting.

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

For purposes of these Instructions to Bidders: 1) the Plainfield Park District (or "Park District" or "District") and Owner are one and the same; 2) the words "Contractor" and "Bidder" shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications and Drawings, and his/her legal representatives or authorized agents; and 3) the term "Work" shall mean all of the successful Contractor's duties under the Contract Documents, including the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

#### 1. Presentation of Bid

Each bid shall be submitted on the enclosed Bid Form. All bids must be written or typed in blue or black ink and signed by the Bidder. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Affidavit of Experience, and all amounts shall be in words as well as in figures where applicable. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the Bidder's organization and the name of the official and title shall be typed below the signature. Erasures, interlineations, corrections, or other changes on the "Bid Form" shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered. Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid. Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification may result in immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

All bids are to be enclosed in a sealed opaque envelope, clearly displaying the Bidder's name and address. The bid name, date and time of opening must be located in the lower left corner of the envelope. The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with this section will be considered non-responsive and returned.

#### 2. Qualification of Bidders

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

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

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

b. On the Bidder's Affidavit of Experience form provided herein, list at least five (5) projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, contact, contact information and completion date.

c. On the List of Subcontractors form provided herein, provide a list of anticipated subcontractors, if any, including their firm names, addresses and telephone numbers. All subcontractors to be used shall be approved by the Owner. If the successful Bidder subcontracts any part of the Work for this project, the Bidder shall not under any circumstances be relieved of his liabilities and obligations; any subcontractor for this project will be recognized only in the capacity of an employee of the successful Bidder.

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

Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification. Failure of a Bidder to complete/submit these documents may result in immediate rejection of that Bidder's bid.

The Park District reserves the right to require of any Bidder such information to verify theBidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

#### 3. Prices

Bidders' prices are to include:

- 1. The cost of materials, labor, and equipment either specified, or necessary, for the implementation of the Work. Subcontracted labor, equipment, or materials should be clearly identified.
- 2. The cost of any material and/or labor which is not specifically described, but which is necessary to complete the Work, including project administration costs.
- 3. The cost of transportation, insurances, bonds, warranties, permits and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work except as may be otherwise expressly provided in the

#### Contract Documents.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

#### 4. Examination of Site

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint itself with conditions, as they exist, and shall undertake such additional inquiry and investigation, as the Bidder shall deem necessary so that the Bidder may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including, but not limited to, the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents including, but not limited to, the Drawings and written Specifications and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

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

Omissions from the Specifications or the misdescription of details of Work which are manifestly necessary to carry out the intent of Specifications or which are customarily performed, shall not relieve the Bidder from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and Specifications.

#### 5. Interpretations

If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, the Bidder must submit a written request for interpretation thereof not later than five (5) business days prior to opening of bids to the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Work in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

#### 6. Explanation to Bidders/Addenda

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

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

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

### 7. Substitutions During Bidding

Unless otherwise indicated, the use of brand names in the Specifications are used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect the product or material required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.

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

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

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

#### 8. Modification of Bids

Any Bidder may modify its bid by written notice (signed by the Bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals sent by e-mail or facsimile will not be permitted.

#### 9. Withdrawal of Bids

No bid may be withdrawn after the public opening. All bids must be valid for a minimum of one hundred and ninety (90) days after the bid opening.

#### 10. Acceptance or Rejection of Bids

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

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific

items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

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

#### 11. Surety

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

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Plainfield Park District Board of Park Commissioners. The bid security of the three (3) lowest responsive and responsible Bidders will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Plainfield Park District as the certificate holder and as additional insured from successful Bidder, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

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

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

the bid guarantee shall not preclude the District from holding the Bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the Bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.

#### 12. Award of Contract

Owner will award of Contract to the lowest responsible Bidder, as determined by Owner. Although price is a major consideration in the award of bids, the Park District does not award on price alone and will also consider the Bidder's responsibility. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with Specifications, terms of delivery, quality, serviceability, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted. Bids will be awarded to one Bidder for the entire project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the bid; to reject any and all prices or bids submitted without disclosure of reason; waive any irregularity, formality or technicality in any proposal; and accept that bid which is considered in the best interests of the Park District. Such decisions are final and not subject to recourse.

This project is pending approval from ComEd, the contractor shall not proceed with construction prior to ComEd approval and the contractor shall not hold the Park District responsible for any expenses or costs incurred by the contractor as a result of this condition.

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

The Advertisement for Bids, Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, and the Contractors Compliance and Certifications Attachment/Substance Abuse Prevention Program Certification, and Prevailing Wage Notice comprise the Bid Documents. The Bid Documents, together with **the Agreement Between Owner and Contractor**, substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents.

# **GENERAL CONDITIONS**

The General Conditions are included in the **Agreement Between Owner and Contractor**, substantially in the same form included in these Bid Documents (the "General Conditions").

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR \_\_\_\_\_

This Agreement between and Owner and Contractor for \_\_\_\_\_(the "Agreement") is made as of the \_\_day of \_\_\_\_\_, 2025 by and between the Plainfield Park District, an Illinois unit of local government, with its principal place of business at 23729 West Ottawa Street, Plainfield, Illinois 60544 (the "Park District" or the "Owner"), and \_\_\_\_\_, an \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, \_\_\_\_, Illinois, \_\_\_\_\_ ("Contractor"). The Park District and Contractor may hereinafter be referred to together as the "Parties" or individually as a "Party".

## WITNESSETH

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

1. <u>Contract Documents</u>. The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents for Plainfield Park District \_\_\_\_\_\_Project, dated\_\_\_\_\_, 2025, attached to this Agreement by reference (the "Bid Documents"), Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Certifications, attached to and incorporated as part of this Agreement as **Exhibit B**, Contractor's Performance Bond and Payment Bond, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

2. <u>Scope of Work.</u> The Contractor shall provide all labor, equipment and materials required to complete the following work: \_\_\_\_\_\_, and all other improvements as indicated in the Contract Documents (the "Work").

3. <u>Examination of Contract Documents and Site</u>. By its execution of this Agreement, Contractor acknowledges, agrees, represents, and warrants that Contractor has carefully and thoroughly examined the Contract Documents, and the Contract Documents are full and complete, include all items necessary for the proper execution and completion of the Work, are sufficient to have enabled the Contractor to determine the cost of the Work and the time required for performance of the Work and to enable Contractor to construct the Work indicated therein in accordance with laws, ordinances, codes, regulations and rules applicable to the Work, and otherwise to fulfill all its obligations thereunder, including, but not limited to, Contractor's obligation to construct the Work for an amount not in excess of the Contract Sum on or before the date(s) of Final Completion. The failure or omission of Contractor to obtain, receive or examine the Contract Documents and become knowledgeable with respect to conditions of the Work, or to seek needed clarification from the Park District shall in no way be cause to alter this Agreement or the Contract Sum.

By its execution of this Agreement, Contractor represents and warrants that Contractor has visited the

site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Before commencing activities, the Contractor shall: a) verify measurements; b) carefully compare this and other information known to the Contractor with the Contract Documents; and c) promptly report errors, inconsistencies, or omissions discovered to the Park District.

4. <u>Commencement and Completion Dates</u>. Contractor shall commence the Work on or about June 9, 2025, 2025 or such other date as mutually agreed to by the Parties. Contractor shall achieve Substantial Completion of the Work on or before September 19, 2025 and shall achieve Final Completion of the Work on or before October 24, 2025. Substantial Completion means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Final Completion means the date the Work has been fully performed, all Work has been completed in accordance with the Contract Documents, including correction of any defective Work, and the Park District has inspected and accepted the completed Work and approved final payment to the Contractor.

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

# 5. Performance of Work.

a. Contractor shall perform all Work in a good and workmanlike manner. Contractor shall maintain sufficient staff and crews to perform all Work in an expeditious manner consistent with the interests of the Park District. Contractor shall promptly notify the Park District immediately in writing: (i) of any information required from the Park District and necessary for Contractor to complete its Work in a timely manner; and (ii) of any Work requested by the Park District or required for the project that is not included in the scope of Work reflected in the Contract Documents. Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all Work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the Work of its employees and its subcontractors' and suppliers' employees. Contractor shall keep all documents and information related to the project confidential and, except as required by law, shall not disclose such documents or information to any person or other party except the employees of Contractor and its subcontractors or information to perform the Work and complete the project.

b. Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Park District and shall not unreasonably encumber the project site with such materials. The project site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

c. Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be

assumed by the Contractor, at no additional compensation. The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, or other equipment to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

d. If Contractor uncovers or discovers any concealed condition differing materially from conditions depicted in the Contract Documents or differing from conditions reasonably anticipated or inherent in the Work, Contractor shall immediately stop the Work and notify the Park District of the condition in writing. The Park District shall then issue directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Park District.

6. <u>Contract Sum</u>. The Park District agrees to pay Contractor for the proper and timely performance of the Work in strict accordance with the Contract Documents the following amount: \_\_\_\_\_00/100 Dollars (\$\_\_\_\_\_.00) (the "Contract Sum").

7. <u>Payment</u>. Payment shall be made by the Park District to the Contractor upon the Park District's receipt of an invoice itemizing the Work properly performed as determined by the Park District, and delivery of lien waivers and sworn statements, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Final payment shall not become due until Contractor has fully performed the Work in accordance with the Contract Documents, including but not limited to correction of any defective Work, and delivery of all required documentation in accordance with Section 8 below. Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment. Final payment by the Park District shall not relieve Contractor of the responsibility for the correction of any and all defects in the Work performed. Contractor shall correct all defects as notified for the applicable warranty period after final payment.

8. <u>Waiver of Liens</u>. Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. If at any time a mechanic's lien or other claim shall be filed, then Contractor shall promptly discharge, remove or otherwise dispose of such lien and, in the event Contractor fails to do, the Park District shall have the right to retain, out of any payment due or thereafter to become due to Contractor, an amount sufficient to completely indemnify the Park District against such lien or claim, including any reasonable attorneys' fees that have been or may be incurred by the Park District.

Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/23), showing in detail the sources of all labor

and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If a lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

# 9. Changes in the Work.

a. By appropriate modification, changes in the Work may be accomplished after execution of the Agreement. The Park District may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and contract time being adjusted accordingly. Such changes in the Work shall be authorized by written change order signed by the Park District and Contractor ("Change Order"). Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order. Contractor shall be solely responsible for the cost of additional work and materials under any change order resulting from Contractor's negligent act or omission or failure to perform the Work in accordance with the Contract Documents.

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

c. Adjustments to the Contract Sum for changes in the Work other than changes in the Work involving items for which unit prices were requested by Park District and provided in Contractor's Proposal, shall be made by either written lump sum or by time and material changes, as approved by the Park District, and as follows:

i. The combined allowance for overhead and profit for any changes in the Work shall be the following percentages: (a) five percent (5%) of the cost of the change in the Work involved if performed by the Contractor not involving subcontractors, or (b) five percent (5%) of the cost of the change in the Work involved performed by subcontractors, plus two percent (2%) of the cost of the change in the Work for the Contractor's supervision of the work performed by the subcontractors. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

10. <u>Progress Meetings and Coordination</u>. On a weekly basis until Final Completion, or as otherwise agreed by the Parties, the Park District and Contractor shall participate in weekly progress meetings as applicable and necessary. The Contractor shall require its subcontractors and suppliers to be present at such meetings as appropriate based on the status of ongoing and scheduled Work. The Contractor shall report on the status of the Work, and the Parties shall discuss and attempt to resolve all requests for information, submittals, Change Order requests, and all other open items then pending.

11. <u>Owner's Right to Correct the Work</u>. If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

12. <u>Delays</u>. In the event the Work is delayed due to a cause beyond the reasonable control of Contractor, including strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, pandemic outbreaks, or government orders, Contractor shall not be liable for any damages caused by such delays, shortages, or disruptions and, provided that Contractor is in compliance with all other relevant provisions of this Agreement, the contract time shall be extended for such reasonable time as the Park District may determine; provided, however, that such extension of contract time shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Park District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any such extension of contract time pursuant to this section shall be reduced to a Change Order. Extension of contract time pursuant to this section shall be reduced to a Change Order.

13. <u>Correction of the Work</u>. The Contractor shall promptly correct Work rejected by the Park District or failing to conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost

of uncovering and replacement, the cost of repairing or replacing all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or non-conformity or as a result of remedying them, and compensation for an architectural or engineering services and expenses made necessary thereby, shall be at the Contractor's expense. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Park District may correct it in accordance with Section 11.

14. <u>Warranties.</u> The Contractor makes the following warranties to the Park District:

- a. It will, at the date of delivery, have good title to any and all goods supplied to complete the Work, and said goods will be free and clear of any and all liens and encumbrances;
- b. Any and all goods supplied to complete the Work will be of merchantable quality;
- c. Any and all goods supplied to complete the Work will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective;
- d. The Contractor warrants that all material and Work provided will be in conformance with the Contract Documents and free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as may be specified in the Contract Documents, except as provided below. Warranty time periods shall commence with the date of Final Completion of the Work. The Contractor shall promptly repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period;
- Upon notice from the Park District of such defect of non-conformity, the Contractor shall e. promptly visit the site in the company of the Park District's representative to determine the extent of all defects or non-conformities and shall promptly repair or replace the defective or non-conforming material and Work, including all adjacent work not necessarily provided by the Contractor, but damaged as a result of such defect or nonconformity or as a result of remedying them. Defective materials, equipment or workmanship occurring within the warranty period may be repaired where such produces results conforming to the Contract Documents relating to appearance, performance and reliability. Where the nature of the defective materials, equipment or workmanship is such that acceptable results cannot be obtained by repair, such defective items shall be removed and replaced with new materials, equipment or workmanship complying with the Contract Documents. If the Contractor does not promptly repair or replace defective or non-conforming Work, the Park District may repair or replace such work and charge the cost thereof to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and accepted and shall be warranted by the Contractor to be free from defects for a period equal to twelve (12) months after the completion of the corrective Work or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. The warranties set forth herein are in addition

to all warranties or guarantees expressed or implied by operation of law, statute or ordinance. Where warranties overlap, the more stringent requirement shall govern;

f. The Contractor shall deliver all warranties received from manufacturer to the Park District prior to Final Completion, but this shall not reduce Contractor's obligations under this section.

Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

15. <u>Cleaning Up</u>. The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of each site visit, the Contractor shall remove from and about the site waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the Park District may do so and the cost thereof shall be charged to the Contractor.

# 16. <u>Safety of Persons and Property.</u>

- a. The Contractor shall take reasonable precautions for the health and safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
  - (i). employees engaged in the Work, Park District employees and patrons and other persons who may be affected thereby; and
  - (ii). the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors.
- b. The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- c. The Contractor shall promptly remedy damage and loss to Park District property or other property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible. The Park District reserves the right to restore any such property and deduct from payments then or thereafter due Contractor the cost of restoring such property, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.
- 17. Insurance. The Contractor shall acquire and keep in force the following insurance coverage:

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, smoke and fire, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

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

If Contractor maintains higher limits than the minimums shown above, the Park District requires and shall be entitled to coverage for 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. Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following Substantial Completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

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

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

c. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

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

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

# e. General Insurance Provisions

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish to the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from beginning the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District

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

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

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

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

officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

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

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

Nothing contained herein shall be construed as prohibiting the Park District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The Park District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the Park District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided. Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

# 19. Performance and Payment Bonds.

a. Contractor shall deposit with the Park District before commencing any work an AIA A312-2010 Performance Bond and Payment Bond, or an approved substitute, for 110% of the Contract Sum, guaranteeing the faithful performance of the Work in accordance with the Contract Documents, the payment of all indebtedness incurred for labor and materials, payment of the prevailing wage, and guarantee correction of Work. The surety must be approved by the Park District and be licensed to conduct business in the State of Illinois and be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury. The payment and performance bonds shall strictly comply with the Public Construction Bond

Act, 30 ILCS 550/0.01, et seq. and this section. Contractor and all subcontractors shall name the Park District as an obligee on all bonds.

b. Whenever Contractor shall be and is declared by the Park District to be in default under the Agreement, the surety and the Contractor are each responsible to make full payment to the Park District for any and all extra work incurred by the Park District as a result of the Contractor's default and to pay to the Park District all attorneys' fees and court costs incurred by the Park District as a result of the Contractor's default, and in protecting the Park District's rights under the Contract Documents to remedy the Contractor's default.

# 20. Termination.

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination.

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

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within seven (7) days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Agreement and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to

receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District 's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

c. Upon termination of this Agreement for any reason as provided herein: (1) Contractor shall not be entitled to damages or lost profits; and (2) except as otherwise provided herein, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

21. <u>Compliance with Laws and Permits</u>. Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as Exhibit B to this Agreement.

22. <u>Choice of Law and Venue</u>. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of Will County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

23. <u>No Liability</u>. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

24. <u>No Third Party Beneficiary</u>. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

25. <u>No Waiver</u>. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

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

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

28. <u>Subcontracts</u>. Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the Agreement by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

29. <u>Notices</u>. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District:

Plainfield Park District Attn: Bob Collins 23729 West Ottawa Street Plainfield, IL 60544 Email: Collins@plfdparks.org

If to Contractor:

Notices personally delivered shall be deemed given on the date of delivery, notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, and notices sent by email transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM

on a business day, or, if later, the next business day.

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

30. Entire Agreement; No Amendment. This Agreement contains the entire agreement between the

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

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

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

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By:

By:

Its:

President, Board of Park Commissioners

Attest:

Secretary, Board of Park Commissioners

#### SUPPLEMENTARY CONDITIONS

The General Conditions are hereby amended to include the following:

#### 1. Use of Sites

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the site with such materials. The site shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Work to be performed.

#### 2. <u>Cooperation with Utilities</u>

The Contractor shall notify all utility companies, public and private, as necessary in advance of commencing performance of the Work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the proposed construction will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of construction and shall be responsible for the preservation of existing utility installation and the cost of providing precautionary supports, braces, etc. to insure against damage to said utility installation. The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special construction methods required in performing the Work due to the existence of said appurtenances whether in their present or relocated positions.

#### 3. <u>Protection of Property – Safety Responsibility</u>

In accordance with the Specifications, the Contractor shall protect all existing property and improvements within the project site and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or the operations of any subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not owned by or furnished by the Owner.

#### 4. Insurance

# BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

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

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

The insurance required in accordance with this section shall be written for not less that limits of liability specified below or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. All coverage shall be primary with respects to all claims arising out of operations performed by or on behalf of the Bidder.

#### A. Commercial General Liability

- i. \$2,000,000 General Aggregate
- ii. \$2,000,000 Products/Completed Operations Aggregate
- iii. \$1,000,000 Personal Injury
- iv. \$1,000,000 Each Occurrence
- v. \$100,000 Fire Damage
- vi. \$10,000 Medical Expenses
  - 1. Products and completed operations coverage shall be maintained for three (3) years after final payment.
  - 2. Insurance will provide "X, C and U" (Explosion, Collapse and Underground Hazard) coverage as applicable.
  - 3. Policy shall be endorsed to have General Aggregate apply to this project only.

- 4. The Park District, its elected and appointed officials, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. The coverage afforded the Park District shall be primary with respect to claims arising out of operations performed by or on behalf of the Bidder. Any insurance or self-insurance maintained by Park District shall be in excess of Bidder's coverage and shall not contribute to it. The insurance company's liability shall not be reduced by the existence of such other insurance or self-insurance.
- 5. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

# B. Automobile Liability Insurance

- i. \$1,000,000 Combined Single Limit
- ii. \$1,000,000 Uninsured Motorists
- iii. \$1,000,000 Under-insured Motorists
  - 1. Coverage to include all owned vehicles, non-owned vehicles and hired or rented vehicles

# C. Umbrella Excess Liability

- i. \$2,000,000 Each Occurrence
- ii. \$2,000,000 Aggregate
- iii. \$10,000 Self-Insured Retention
  - The Park District shall be named as "Additional Insured" on the commercial general liability policy of the Bidder and/or subcontractor of any tier on a primary, non-contributory basis, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
  - CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- D. Workers Compensation, Occupational Disease and Employer's Liability Insurance
  - i. State (in which this contract is performed): Statutory limits
  - ii. Applicable Federal (if any): Statutory limits
  - iii. Employer's Liability (\$1,000,000) each accident for bodily injury by accident or each employee for bodily injury by disease
  - iv. If Park District has not been included as an additional insured under the Commercial General Liability using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Bidder waives all rights against Park District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Bidder's work.

#### E. Installation Floater

Each Bidder shall maintain proper insurance to cover any loss or damage to material, product and/or item of equipment, at full replacement value, to be used on or in the project until such time that the material, product and/or item of equipment is made permanently part of the building, structure, or project.

#### F. Evidence of Insurance

Prior to beginning the Work, Bidder shall furnish the Park District with certificates of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to the Plainfield Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

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

The Park District shall have the right, but not the obligation, of prohibiting Bidder or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

With respect to insurance maintained after final payment in compliance with the requirement above, additional certificates evidencing such coverage shall be promptly provided to the Park District whenever requested.

The Bidder shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

#### G. Acceptability of Insurers

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

#### H. Cross-Liability Coverage

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

#### I. Deductibles and Self-Insured Retentions

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

#### J. Subcontractors

The Bidder shall cause each subcontractor employed by the Bidder to purchase and maintain insurance of the type specified above. When requested by the Park District, the Bidder shall furnish copies of certificate(s) of insurance evidencing coverage for each subcontractor. Proof of coverage shall be provided prior to start of work.

## 5. Indemnification

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

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful Bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

# 6. Invoicing and Payment

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et.seq.*, unless as otherwise modified by the Contract Documents.

# 7. Guarantee and Warranty

The successful Bidder warrants to the Park District that all materials, supplies, and equipment furnished for the Work will: a) be of good quality and new unless otherwise required or permitted by the Specifications; b) be free from defects not inherent in the quality required or permitted; and c) conform to the Specifications. Materials, supplies and equipment not conforming to the Specifications, including substitutions not properly approved or authorized are defective and will be rejected by the Park District.

The Bidder must present the Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Bidder agrees to sign over warranties and guarantees to the Park District. The Bidder guarantees against any faulty materials or workmanship for a period of one (1) year after final payment, or for the period(s) set forth in the scope of work/Specifications, whichever is longer. Any such defects must be corrected, either through repair or replacement in a manner satisfactory to the Park District, at the Bidder's expense.

Neither final payment nor termination of the warranty period, nor any provision in the Contract Documents shall relieve the Bidder of the responsibility for negligence, faulty materials, or workmanship to the extent and within the period provided by law, and upon written notice the Bidder shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

### 8. Compliance with Law

Contractor shall comply with all applicable federal, state, local laws, ordinances, rules, regulations and orders (collectively, the "Applicable Laws") in performance of the Work and shall ensure all Work complies with the Applicable Laws") in performance of the Work and shall ensure all Work complies with the Applicable Laws. The Applicable Laws shall be considered a part of the Contract Documents. Lack of knowledge on the part of the Bidder or subcontractor will in no way be cause for release or waiver of this obligation. Unless as otherwise specified by the Contract Documents, the Bidder or its subcontractor shall, at its sole cost and obligation, be responsible for obtaining all applicable licenses permits required to perform its duties under the Contract. The Park District reserves the right to reject any bid, cancel any contract and pursue any and all legal remedies available to it in the event of Bidder's breach of this provision. Bidder shall execute Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification, which shall be incorporated as part of the Contract,

## SPECIAL CONDITIONS

 Unless expressly agreed otherwise by the Park District, the Park Site shall remain open to the public for the duration of the project. As such, Contractor shall maintain the project site in a manner that ensures safe access to park amenities by the public, Park District staff and others requiring access to the parks. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

#### 2. Liquidated Damages

The parties agree that time is of the essence of this Agreement. If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion date(s) established in the Contract Documents and/or as established in the approved construction schedules, as may be adjusted by extensions of time contained in fully-executed Change Orders, if any (the "Scheduled Date(s) of Substantial Completion"), the Contractor shall be liable to and shall pay the Owner the amount of \$100.00 per calendar day for each and every such day between the Scheduled Date(s) of Substantial Completion and the actual date(s) of Final Completion, and the Owner may set off and deduct such amounts from payments due, or which may later become due, to the Contractor.

The parties stipulate and agree that this provision is fair and reasonable, and the per day rate established in this Section is fair and reasonable, considering the nature of the harm that may be incurred by the Owner as a result of such delay, and the difficulty or impossibility of ascertaining, calculating, and/or proving the actual damages resulting from such delay. The parties stipulate and agree that this Section is a valid and enforceable liquidated delay damages clause, and is not a penalty. The liquidated damages clause contained in this Section shall be Owner's sole and exclusive remedy against Contractor for delay.

#### NON-WAIVER

None of the following acts shall constitute a Waiver of the Contractor's obligation to pay

liquidated damages or any portion thereof:

- 1. Acceptance of any portion of the Work or payment to the Contractor thereof.
- 2. Substantial Completion of a portion of the Work or the occupancy thereof by the Owner.
- 3. Owner requiring/allowing the Contractor to complete the Work.

### OTHER RIGHTS AND REMEDIES

The rights and remedies of the Owner herein provided are in addition to any other rights and remedies provided under the Contract or by operation by law.

# **END SECTION**

# SCHEDULE

# COMMENCEMENT OF WORK

A. The Work for the Contract shall commence on or before June 9, 2025.

## COMPLETION OF WORK

- A. Contractor shall achieve Substantial Completion on or before September 19, 2025.
- B. Contractor shall achieve Final Completion on or before **October 24, 2025.**

# CONSTRUCTION SCHEDULE SUBMITTAL

A. Within ten (10) calendar days of Notice of Award, Bidder shall submit and review with the Owner a formal delivery schedule identifying the sequencing of events.

END OF SECTION

## APPLICATION AND CERTIFICATE FOR PAYMENT

- A. The American Institute of Architects "AIA Document G702 Application and Certificate for Payment", 1992 Edition, including Continuation Sheet G703, is hereby made a part of the Contract Documents.
- B. Copies of this Document are available from:

Chicago Chapter Office of the American Institute of Architects 222 Merchandise Mart Plaza Chicago, Illinois 60604 (312) 670-7770.

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

- A. The American Institute of Architects "AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims", 1994 Edition, is hereby made a part of the Contract Documents.
- B. Copies of this Document are available from:

Chicago Chapter Office of the American Institute of Architects 222 Merchandise Mart Plaza Chicago, Illinois 60604 (312) 670-7770.

# NOTICE OF AWARD (SAMPLE)

<u>TO:</u>

#### PROJECT: PLAINFIELD PARK DISTRICT

You are notified that \_\_\_\_\_'s bid dated \_\_\_\_\_\_for the above referenced project has been considered by the Plainfield Park District ("Owner"). \_\_\_\_\_\_ is the apparent successful Bidder and has been awarded a contract for the project in the amount of \$\_\_\_\_\_. You must deliver to Owner a fully executed Agreement, the required bonds and insurance as specified in the Bid Documents, and an acknowledged copy of this Notice of Award within ten (10) calendar days from the date of this Notice of Award. Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your bid security forfeited. Sincerely,

Kevin Miller Planning Manager

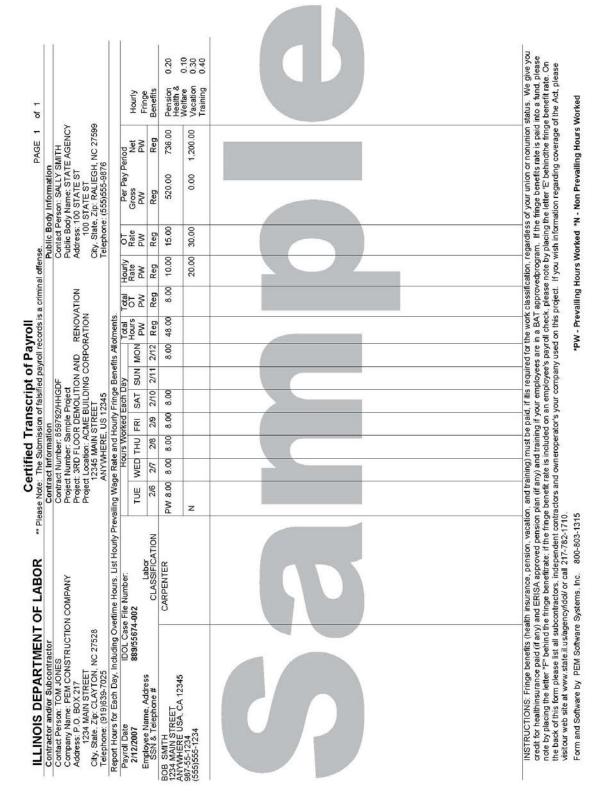
#### ACCEPTANCE OF NOTICE

Receipt of this "NOTICE OF AWARD" is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Signature

Print Name

Title



#### **CERTIFIED PAYROLL SAMPLE**



#### AFFIDAVIT OF EXPERIENCE

	, being o	duly sworn, says that he/she	e is
		of	
(Sole Owner, Member	of Firm, Corporate Official)	(Individual, Firm, Co	orporate Name)
which has done work for	or the following parties of or the g	eneral kind and approximat	e magnitude
required under this Contract. I/we hereby authorize the Plainfield Park District to contact the individuals			
listed below. Please list at least five (5) projects of similar cost and scope completed in the last five (5) years			
and include the contact	, phone number and date of comp	eletion of the project. Additio	nal sheet of references
may be attached.			
Project Name	Contact	Phone # & Email	<b>Completion</b>

Date		

(Signature)

Subscribed and sworn to before me this

Notary Seal

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_

(Notary Public) My commission expires: \_\_\_\_\_

Plainfield Park District

#### **BID FORM**

#### Project: Plainfield Park District : Normantown Trail Phase 2 Bid # 2046

Bid Proposal of	<u>,</u>
Hereinafter called "BIDDER", (a)/(an)	_ (corporation, partnership, individual)
doing business as	
To the Plainfield Park District, hereinafter called the "Owner".	

The undersigned Bidder, having examined the Specifications and other Contract Documents for the above referenced project, hereby proposes to furnish and deliver all labor, materials and supplies in accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

Bidder acknowledges receipt of the following Addenda, which are a part of the Contract Documents: Addenda Numbers: \_\_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That Bidder has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that Bidder has visited the site of the proposed Work to arrive at a clear understanding of the conditions under which the Work is to be done, and that Bidder has compared the site with the Drawings and Specifications and has satisfied itself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That Bidder has checked carefully the bid figures and understands that Bidder shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Plainfield Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds, insurance and certifications required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within

reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

I. That any and all prices stated in the proposal include all costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned Bidder agrees to perform all of the work described in the Contract Documents for the following price:

Total Base Bid	\$			
By (Sign and Date)	FIRM NAME			
	(Address)			
(Print Name)				
(Fax)	(Phone)			
	******			
	STATE OF ILLINOIS SS. COUNTY OF WILL			
I, the undersigned, a notary public in a	nd for the State and County aforesaid, hereby certify that appeared before me this			
	rn on oath, acknowledged that he/she is authorized to act on behalf e foregoing Bid Form as his/her free act and deed and as the act			
Dated: 20	My commission expires:			
(Notary Seal)	(Notary Public)			

# ITEMIZED BID FORM

NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
	AGGREGATE BASE COU	RSE - 112	3		
1123	AGGREGATE BASE COURSE, TYPE B (EQUESTRIAN), 8"	SY	1,410.00		
1123	AGGREGATE BASE COURSE, TYPE B (BIKE), 8"	SY	3,122.00		
	CONCRETE SIDEWALI	< - 1313			
1313	PORTLAND CONCRETE CEMENT (W/ 4" AGGEGATE BASE), 5"	SF	500.00		
	TRAFFIC SIGNS - 1	L400			
1400	RECTANGULAR RAPID FLASHING BEACON, ACTUATED	EACH	2.00		
1400	SIGNS	EACH	6.00		
AGGREGATE PATH - 1540					
1540	LIMESTONE SCREENINGS, FA-5, 3"	SY	1,410.00		
	PAVEMENT SPECIALTI	ES - 1700			
1700	PAVEMENT MARKINGS	LF	136.00		
1700	DETECTABLE WARNINGS	SF	68.00		
SITE PREPARATION - 2100					
2100	CLEARING & GRUBBING	LSUM	1.00		
2100	TREE PROTECTION FENCE	LF	170.00		
	EXCAVATION & FILL	- 2300			
2300	EARTH EXCAVATION	СҮ	1,246.00		

2300	TOPSOIL EXCAVATION AND PLACEMENT	СҮ	318.00		
2300	AGGREGATE SUBGRADE IMPROVEMENT	СҮ	506.00		
	HOT MIX ASPHALT SURF	ACE - 25	11		
2511	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 3"	SY	3,122.00		
2511	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50, 2"	SY	531.00		
2511	HOT-MIX ASPHALT SURFACE REMOVAL, 5" FULL DEPTH	SY	294.00		
2511	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	531.00		
	SITE FURNISHINGS - 2870				
2870	WOODEN BOLLARDS	EACH	2.00		
2870	FOLD DOWN BOLLARDS	EACH	5.00		
	STORM DRAINAGE UTILITIES - 4000				
4000	STORM SEWER, CL A, TY 1	LF	148.00		
4000	RIP RAP, CL A4	SY	75.00		
4000	RCP FLARED END SECTION, 12"	EACH	10.00		
TEMPORARY CONTROLS - 5700					
5700	PERIMETER EROSION BARRIER	LF	3,300.00		
5700	TEMPORARY CONSTRUCTION ENTRANCE	EACH	2.00		
5700	TEMPORARY EROSION CONTROL BLANKET	SY	10,000.00		
5700	ROLLED EROSION CONTROL PRODUCT	LF	170.00		

5700	INLET PROTECTION	EACH	1.00		
	EXAMINATION & PREPARA	ATION - 7	100		
7099	MOBILIZATION	LSUM	1.00		
7100	CONSTRUCTION LAYOUT	LSUM	1.00		
7100	AS-BUILT DRAWING	LSUM	1.00		
	TURF & NATIVE SEEDING - 9219				
9219	IDOT CLASS 1 SEED MIX	ACRE	0.06		
9219	IDOT CLASS 2 SEED MIX	ACRE	0.51		
9219	IDOT CLASS 4 SEED MIX	ACRE	1.22		
9219	IDOT CLASS 4B SEED MIX	ACRE	0.20		
	TOTAL BASE BID PRICE:				
	ALLOWANCE - EXCAVATION	& FILL -	2300		
2300	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	СҮ	312.00		
2300	POROUS GRANULAR EMBANKMENT	СҮ	312.00		
			Т	OTAL ALLOWANCE:	

#### SUBCONTRACTORS AND SUPPLIERS LIST

Bidder submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the successful Contractor, the Bidder will promptly confer with the District's agents on the question of which subcontractors the Bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor, another subcontractor for the trade against whose standing and ability the Bidder makes no objection in writing, and the Bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bidder's bid, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Failure to complete this list will result in rejection of bid.

Legal name, current telephone number and address of all subcontractors must be included.

Subcontractors / Assignment

#### Suppliers / Materials

#### CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

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

- F. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- J. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- K. If applicable, Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS570/0.01 et seq.), which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Owner.
- L. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace

Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- M. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.
- N. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Plainfield Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Sign and Date:	Firm Name:
Print Name & Title:	Address:
Phone:	
Fax:	Email:
************	*****
STATE OF SS. CO	UNTY OF
I, the undersigned, a notary public in and for the State ar	nd 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 Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

Dated:	_ 20	Notary Public	

#### SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Dated:

Signature of Authorized Representative

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

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

# IMPORTANT NOTICE OF RESPONSIBILITY FOR PERIODIC REVISIONS TO PREVAILING WAGE RATES

Revisions of the Prevailing Wage Rates are made periodically by the Illinois Department of Labor (IDOL). As required by the Illinois Prevailing Wage Act, the Contractor/subcontractor has an obligation to check IDOL's web site for revisions to prevailing wage rates. These revisions may be accessed by computer at http://labor.illinois.gov/. Bidders and Contractors performing Work on this project are responsible for determining the applicable prevailing wage rates at the time of bid submission and performance of the Work. Failure of a Bidder/Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. In consideration for the award to it of the Contract for this project, the Contractor agrees that the foregoing notice satisfies any obligation of the public body in charge of this project to notify the Contractor of periodic changes in the prevailing wage rates and the Contractor agrees to assume and be solely responsible for, as a material obligation of the Contractor under the Contract, the obligation to determine periodic revisions of the prevailing wage rates, to notify its subcontractors of such revisions, to post such revisions as required for the posting of wage rates under the Act, and to pay and require its subcontractors to pay wages in accordance with such revised rates.

### SPECIFICATIONS

## SPECIAL PROVISIONS

Section 01 0000 01 2100 01 5700 01 7100 01 7300 10 1400 31 2300 32 1123 32 1313 32 1540 32 1700	<u>Title</u> Summary & General Requirements Site Preparation Temporary Controls Examination and Preparation Execution Requirements Traffic Signs Excavation and Fill Aggregate Base Course, Type B Concrete Sidewalk Aggregate Path Pavement Specialties
	Aggregate Path
32 2100	Grubbing & Debris Removal
32 2870	Site-Furnishings
32 9219	Turf and Native Seeding
33 4000	Storm Drainage Utilities
32 2511	Hot Mix Asphalt Surface

# SECTION 01 0000 SUMMARY & GENERAL REQUIREMENTS

#### 1.0 GENERAL

#### 1.1 LOCATION AND DESCRIPTION OF PROJECT:

A. The proposed work is located generally on the northeast of the intersection of Lincoln Hwy and 127<sup>th</sup> Street. The project consists of the provision of materials, labor and equipment necessary to fabricate, furnish, and install the improvements as shown on the Final Engineering Plans and as described in the specifications. Major work elements include topsoil stripping, mass grading, storm sewer installation, and trail paving, turf grass installation, native seed installation, and landscaping. All of the above items as well as other project details are further described in the contract documents for the said work prepared for the Plainfield Park District by Engineering Resource Associates, Inc.

#### **1.2 DATES OF COMPLETION**

A. The Contractor shall be obligated to complete the work required for this project according to the following project schedule:

ANTICIPATED START OF WORK PERIOD:	June 9, 2025
SUBSTANTIAL COMPLETION:	September 19, 2025
FINAL COMPLETION:	October 24, 2025

#### 1.3 EXTRA WORK

A. The Contractor must have an approved work order for extra work in writing indicating such work and the same must be signed by the Owner prior to construction of such work.

#### 1.4 DEFINITIONS

- A. Contractor The person, firm or corporation with whom Owner has entered into the Agreement.
- B. Owner The Plainfield Park District.
- C. Engineer The authorized representative of the Owner acting through its authorized representatives.
- D. Contract Documents The Invitation to Bidders, Instructions to Bidders, Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), Addenda

(which pertain to the Contract Documents), Agreement, Bonds, General Requirements including materials incorporated by the Provisions Included section, Specifications, Plans and/or Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications, and supplements issued on or after the execution of the Agreement.

E. Subcontractor - Any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes the material.

#### 1.5 PERMITS, FEES, AND INSPECTION

- A. A conditional permit for the proposed grading and utility work (not including building electrical work) will be obtained by the Owner from the Village of Plainfield. It will be the Contractor's responsibility to coordinate and schedule such inspections with the Village and Owner as necessary. A copy of the most recent approved permit shall be on site at all times while work is in progress.
- B. The Contractor shall prepare and submit a well permit application from DeKalb County Department of Health for approval prior to installation of the well.
- C. An NPDES ILR10 permit will be obtained by the Owner from the IEPA prior to land disturbance. It will be the Contractor's responsibility to perform erosion control inspections and submit inspections forms to the Village and Owner. A copy of the most recent approved permit shall be on site at all times while work is in progress.
- D. The Contractor shall obtain any other required permits and arrange for all inspections required by State, County, Local and other authorities having lawful jurisdiction, including ComEd. All fees shall be paid by the Contractor. Copies of any additional permits shall be submitted to the Owner before commencing construction.

#### 1.6 SUBCONTRACTS

A. Contractors operating under direct contracts with the Owner may let Subcontracts for the performance of such portions of the work as are usually executed by special trades. All such Subcontracts shall be based on conformance with all pertinent conditions set forth in the Contract Documents. The Contractor shall not, without written consent of the Owner, make any assignments or subcontracts for the execution of any of the works hereby quoted.

#### 1.7 MATERIALS AND WORKMANSHIP

A. All materials shall conform to the requirements of the Contract Documents. All materials are subject to the approval by the Owner both before and after incorporation into the project. All materials shall be new, of first quality, the best workmanship, and of the latest design. This does not apply to the incorporation of existing or salvaged materials into the project if specified in the Contract Documents. Any item of labor or material not shown as a separate pay item in the Bid shall be supplied as shown on the plans or required for construction and installed as incidental to the contract.

#### **1.8 PRE-CONSTRUCTION MEETING**

A. Contractor shall attend a pre-construction meeting with the Owner and the Engineer prior to initiation of the work. At the meeting the Contractor shall present his schedule for performing the work as well as discuss his proposed methodology for performing the work.

#### 1.9 PROTECTION OF THE PUBLIC, WORK, AND PROPERTY

- A. The Contractor shall provide and maintain all necessary watchmen, barricades, lights, warning signs, and other signals and take all necessary precautions for the protection of all work from damages, and shall take all reasonable precautions to protect the project property from injury or loss arising in connection with his contract.
- B. The Contractor shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and these specifications.

#### 1.10 SITE CLEAN UP

A. Contractor shall keep the work site free from accumulating waste materials and rubbish caused by his work or employees. All materials and equipment required on the site shall be kept in such a manner so as to cause a minimum of inconvenience and disruption to the general public. At the end of each workday, the construction site shall be cleaned up and snow fence or temporary barricades shall be erected around all equipment and work zone areas. The site and surrounding access drives shall be broom swept at the end of each day as directed by the resident project representative. Costs for site cleaning will not be paid for separately but shall be considered incidental to the price of the Contract. Parking areas for Contractor's employees shall be agreed upon based on discussions with the Owner.

#### 1.11 CONSTRUCTION OBSERVATION

A. All work under this Contract is subject to the review, inspection and approval of the Owner or his representative. No payments for work will be made without proper documentation that the work was completed to the full extent of the Contract.

#### 1.12 FIELD REPRESENTATIVES

A. Field representatives may be appointed by the Owner to see that the work is performed in accordance with the Contract Documents. Field representatives shall have the authority to condemn and/or reject defective work and materials. Only the Owner shall have authority to suspend work. Field representatives shall have no authority to permit deviation from the Contract Documents and the Contractor shall be liable for any deviations made without a written order from the Engineer.

#### 1.13 GUARANTEE-WARRANTY

A. The Contractor shall guarantee-warranty all materials and work for a period of one (1) year from date of acceptance by the Plainfield Park District. The warranty shall include all labor and material costs associated with repairs or replacement.

#### 1.14 PAY ITEMS

A. The project is a lump sum contract (with the exception of the noted allowances). Quantities provided for each item in the base bid are estimates only and are provided for bidding convenience purposes. The Contractor is responsible for verifying the base bid quantities. No adjustments will be made to the unit price or lump sum based on final actual quantities for the base bid work. The pay items associated with the allowance items are noted in the proposal, and quantities will be measured for final payment for these items. Adjustments to unit prices based on actual quantities for allowance items will not be made. In the event there is a conflict between the pay items as shown in the proposal and the pay items as detailed in the Standard Specifications, the items as shown in the proposal shall govern.

#### 1.15 CONSTRUCTION OPERATIONS

A. Traffic control devices shall be furnished and maintained. Work under this item shall not be paid for separately but will be considered incidental to the contract.

#### 1.16 SUBSTITUTION OF MATERIALS

- A. Substitution of Materials shall not be made without the written approval from the Owner or his representative. The Contractor shall bare the cost incurred by the Owner to review and approve substitute materials.
- 1.17 PROGRESS SCHEDULE

A. After award of the Contract and prior to beginning the work, the Contractor shall submit to the Plainfield Park District his proposed progress schedule in accordance with Article 108.02 of the Standard Specifications.

#### 1.18 SAFETY

A. The Contractor shall take all necessary job safety precautions as required to be in accordance with all Local, County, State and Federal requirements including the Federal Occupation Safety and Health Act normally referred to as OSHA.

#### 1.19 MATERIAL CERTIFICATION

A. The Contractor shall furnish certifications to the owner from all suppliers for all materials. The statements shall certify that the materials comply with the requirements of the "Standard Specifications for Road and Bridge Construction in Illinois" and the Supplemental Specifications.

#### 1.20 MATERIAL TICKETS

A. The Contractor shall furnish the owner with material delivery tickets for all materials furnished in conjunction with the construction of the project including but not limited to aggregate, bituminous materials for prime coat, all bituminous mixes and concrete. The delivery tickets shall be given to the owner or his representative each day at the end of the working day.

#### 1.21 MATERIAL TESTING

A. All materials, accessories and equipment to be used in the work shall be subject to testing at all times during manufacture, fabrication, delivery and erection to such tests and inspections as the owner or his representative may deem necessary or desirable to assure that such products are suitable for the purpose for which they are to be used and that they comply in all respects to the requirements of these Specifications. Materials shall be tested by an IDOT prequalified testing laboratory. The contractor is required to provide a third party testing company to sample the concrete for each pour.

#### 1.22 CONSTRUCTION NOISE RESTRICTIONS / WORK HOURS

A. This item shall meet the Village of Plainfield Ordinance. All engines and engine driven equipment used for hauling or construction shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise. Construction within 1,000 feet of an occupied residence, or similar receptor shall be confined to the period beginning at 7:00 a.m. and ending at 6:00 p.m. weekdays; 7:00 a.m. - 4:00 p.m. Saturdays and no work on Sundays or Holidays. Contractor shall notify the Owner a minimum of 24 hours in advance if any work is to be performed on Saturdays.

- B. This time regulation shall not apply to sawing construction joints, maintenance or operation of safety and traffic control devices such as barricades, signs and lighting, or to construction of an emergency nature.
- C. Exception: Any machine or device, or part thereof which is regulated by, or becomes regulated by Federal or State of Illinois noise standards shall conform to those standards.

#### 1.23 TRAFFIC CONTROL AND PROTECTION

A. This work shall consist of providing furnishing, installation, maintenance, relocation and removal of all traffic control devices as per the IDOT standards and in accordance with Section 701 of the Standard Specifications.

#### 1.24 DUST CONTROL/TRACKING MUD

A. The Contractor shall be responsible for the control of excess dust during the entire construction period. Water shall be applied to areas when excess dust is generated. Any tracking of mud onto Village streets will not be allowed. If any tracking should occur, the contractor shall immediately remove the mud and clean the streets. The designated construction access route shall also be maintained and cleaned as necessary. This work will not be paid for separately but shall be considered incidental to the contract.

#### 1.25 ACCESS & CLOSURES

A. The Contractor shall access the location of improvements only from the south side of the property, from W 127<sup>th</sup> Street. All open or disturbed areas adjacent to the roadway shall be properly signed warning the motorists and pedestrian public of the potential danger

#### 1.26 INCORPORATED SPECIFICATIONS

A. The following specifications are incorporated into this document:

- Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision. (IDOT SSRBC)
- Illinois Department of Transportation, <u>Project Procedures Guide</u>, latest revision.
- Illinois Department of Transportation, <u>Supplemental and Recurring Special</u> <u>Provisions</u>, latest revision.
- Manual of Uniform Traffic Control Devices for Streets and Highways, Federal

Highway Administration, latest revision.

• <u>Manual of Test Procedures for Materials, Illinois Department of</u> <u>Transportation, latest revision.</u>

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, branches and marked trees which might interfere with the progress of that work. Unmarked trees or any plant material within the construction area indicated to be saved by the Owner or Owner's Representative shall be given special protection as specified.
- C. The clearing, tree removal and protection and the care and repair of existing plant material shall be completed according to Section 201 of the State Specifications.

#### 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.

- a. 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.
- b. 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.
- c. 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, shrub 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. 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.
  - D. Root pruning shall occur on all tree roots larger than one inch diameter. Such roots shall be cleanly cut in place. Root pruning shall be done so as not to disturb remaining fibrous roots.
  - 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 Clearing and Grubbing
  - A. Trees, shrubs, plants, and other landscaping designated for removal shall be removed and properly disposed of outside of the project limits in accordance to Article 202.03 of the State Specifications. Branches and limbs that encroach within 10 feet of the proposed trail or are considered to be a safety hazard shall be removed and disposed of.

- 3.5 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 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.
  - D. The penalty for each incidence of branch or root damage shall be \$100.00 per caliper inch.
  - E. The penalty for compaction of soil by unauthorized vehicle travel on the grounds shall be \$.45 per square foot 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.
- 3.6 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 5700 TEMPORARY CONTROLS

#### 1.0 GENERAL

- 1.1 Summary
  - A. This work shall include all labor, materials, and equipment necessary for completion of items associated with the temporary erosion control measures utilized during construction until final stabilization. Items include perimeter erosion barrier (silt fence), inlet filters, temporary erosion control blanket, and stabilized construction entrance. Contractor shall also prepare weekly SWPPP Inspection Forms for submittal to the Village of Plainfield. SWPPP inspections shall be completed weekly and after each rainfall event ½" or greater.

#### 1.2 References

The following is a list of specifications or regulations which may be related to this section:

- A. Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge</u> <u>Construction</u>, latest edition (IDOT SSRBC).
  - a. Section 280
  - b. Section 282
  - c. Section 1004
  - d. Section 1080
  - e. Section 1081
- B. AISWCD, Illinois Urban Manual, latest edition
  - a. Standard 808
  - b. Standard 861
  - c. Standard 862
  - d. Standard 920
  - e. Standard 930
- 1.3 Quality Assurance
  - A. An approved copy of the stormwater pollution prevention plan shall be kept onsite at all times.
  - B. Provide at least one person who shall be present at all times during execution of this portion of the work and shall be thoroughly familiar with the type and operation of equipment and techniques being used. Said person shall direct all work performed under this section.
  - C. The Contractor shall comply with all applicable regulations. It is the Contractor's responsibility to inform all subcontractors of the requirements of this section.

- D. All materials and workmanship shall meet or exceed applicable federal, state, county and local laws and regulations.
- E. In the event of a conflict between the requirements of these Specifications and the law, rules or regulations of Federal, State or Local agencies, the more restrictive shall govern.
- F. The Contractor shall be responsible for all soil erosion and sediment control inspections, record keeping, and other requirements, including maintenance of the project's Storm Water Pollution Prevention Plan (SWPPP) for compliance with National Pollution Discharge Elimination System (NPDES) requirements. It is solely the responsibility of the Contractor to understand and comply with all regulations. Any soil erosion and sediment control related fines or other penalties imposed upon the Owner as a result of the Contractor's action(s) or inaction(s) shall be the responsibility of the Contractor.

#### 2.0 PRODUCTS

- 2.1 Perimeter Erosion Barrier (Silt Fence)
  - A. The barrier shall be supported on wood posts at least 36-inches in length and spaced on 5-foot centers. Wire mesh reinforcement shall not be required.
  - B. The perimeter erosion barrier shall be per Section 280 of the State Specifications.
- 2.2 Temporary Construction Entrance
  - A. The stabilized construction entrance shall consist of a minimum 6"-thick coarse aggregate pad underlain by geotextile fabric, at the sizes and locations shown on the plans.
  - B. The aggregate shall meet IDOT Coarse Aggregate Gradation CA-1.
  - C. The fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides.
  - D. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.
- 2.3 Temporary Erosion Control Blanket
  - A. The following supplier and type of temporary erosion control blanket material has been pre-approved by the Owner's Representative. Any other proposed substitutions must be pre-approved by the Owner's Representative prior to installation.

Product Description:	S75BN
Composition:	100% Straw Fiber
Netting & Thread:	Single Net – 100% Biodegradable
Weight:	0.5 lbs. per SY

Functional Longevity:	
Manufacturer:	

12 months Tensar/North American Green

#### 2.4 Inlet Protection

A. The inlet protection for structures within pavement areas shall be comprised of a corrosion resistant steel frame and a replaceable geotextile sediment bag attached to the frame with a stainless-steel locking band. The sediment bags shall be standard woven polypropylene bags with a typical flow rate of 200gpm per square foot. Inlet protection using fabric stretched across a grate as the sole practice shall not be allowed. The device shall include an overflow which prevents stormwater from flooding paved areas.

The inlet protection for structures within vegetated areas shall consist of a 12" diameter log-type rolled erosion control product with 2"x2" wooden stakes.

- 2.5 Rolled Erosion Control Product
  - A. Rolled Erosion Control Product shall consist of a 12" diameter log-type rolled erosion control product with 2"x 2" wooden stakes.

#### 3.0 EXECUTION

- 3.1 General
  - A. Prior to the commencement of land disturbing activities, an on-site pre-construction meeting must be held with the Contractor, Owner, Owner's Representative, and regulatory agencies having jurisdiction over soil erosion and sediment control.
  - B. The Contractor shall provide additional soil erosion and sediment control measures as necessary, and at no additional cost to the Owner, to ensure compliance with all local, county, state, and federal pollution control regulations unless specifically otherwise stated herein. The work shall not be construed as compliant if the Owner or Owner's representative does not direct the Contractor to provide these measures. Compliance shall be determined solely by the agency responsible for enforcement of any such regulations.
  - C. The Contractor's methods and sequencing of vegetation removal, demolition, earthwork, and other land disturbing activities shall be such as to minimize soil erosion and sedimentation.
  - D. Fills shall be placed and compacted in such a manner that sliding and erosion is minimized.
  - E. All work shall be conducted in such a manner as not to divert water outside of the project limits, including onto adjoining property, without prior written permission from the Owner.
  - F. The Contractor shall maintain all temporary soil erosion and sediment control measures in good working order throughout the duration of the work until such time

as permanent stabilization measures have been established. Contractor shall remove any accumulated sediment and properly dispose of same prior to removing temporary soil erosion and sediment control measures. Temporary erosion and sediment control measures shall be removed within 30 days of final stabilization.

- 3.2 Perimeter Erosion Barrier (Silt Fence)
  - A. The bottom of the fabric shall be installed in a backfilled trench a minimum of 6 inches deep and securely attached to the post by a method approved by the Owner.
  - B. Rows of fencing shall be spaced no more than 5 feet apart.
  - C. Inspection and maintenance of the perimeter erosion barrier shall be considered incidental to the contract.
  - D. No erosion barrier fence shall be installed such that the roots of mature and desirable tree specimens or sensitive ecological communities shall be adversely impacted without exploring reasonable avoidance alternatives by OWNER and/or ENGINEER. Any conflicts between the erosion barrier fence locations shown on the plans and the location of existing trees shall be resolved at the pre-construction meeting.
  - E. Silt fence shall be cleaned or replaced as necessary during construction when it becomes clogged or ineffective.
  - F. The fencing shall be removed only after substantial establishment of cover crop and/or native/turf seeding/planting and with specific authorization by the Owner.
- 3.3 Temporary Construction Entrance
  - A. The aggregate shall be spread into place in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled space caused by bridging of the larger fragments.
  - B. No compaction will be required beyond that resulting from the placing and spreading operations.
  - C. The entrance shall remain in place and be maintained until the disturbed area is stabilized. The contractor shall remove the construction entrance and restore the disturbed area.
- 3.4 Temporary Erosion Control Blanket
  - A. Erosion control blanket shall be installed within 24 hours after proper seedbed preparation and placement of seed and fertilizer.
  - B. Prior to placing the blanket, the areas to be covered shall be free of rocks, stones, or clods greater than 1 ½" diameter and sticks or other foreign matter that would prevent close contact between the blanket and the seedbed.

- C. The blanket shall be laid out flat, evenly, and smoothly, without stretching the material Fasteners shall be Tensar/North American Green biodegradable Wood EcoStake (12") (or Owner approved equal) in all native seed areas and shall be installed in strict accordance with the manufacturer's installation instructions.
- D. The erosion control blanket shall be installed in areas with slopes greater than five horizontal to one vertical, which are generally designated on the Plans.
- 3.5 Inlet Filter
  - A. The sediment bag shall hang suspended from the rigid frame at a distance below the grate that shall allow full water flow into the drainage structure if the bag is completely filled with sediment.
  - B. Stakes for rolled erosion control products shall be driven into the ground a minimum distance of 18". Stakes shall be set approximately 12" from the drop inlet. Maximum distance between stakes shall be four feet (4').
- 3.6 Rolled Erosion Control Product
  - A. Stakes for rolled erosion control products shall be driven into the ground a minimum distance of 18". Maximum distance between stakes shall be four feet (4').
- 3.7 Concrete Washout
  - A. The concrete washout shall be a minimum of 1.5 feet deep and a minimum of 5 feet wide and 5 feet long.
  - B. Maintaining the concrete washout shall consist of removing and disposing of hardened concrete and slurry and returning the facilities to a functional condition.
  - C. The facility shall be cleaned or reconstructed in a new area once the washout becomes two-thirds full.
- 3.8 Clean-Up, Removal and Repair
  - A. After temporary soil erosion and sediment control is complete, Contractor shall remove any remaining materials, debris, trash, etc.
  - B. Contractor shall remove all temporary soil erosion and sediment control measures after permanent erosion control measures have been established and after approval from the Owner.
  - C. Contractor shall repair any damages caused by construction operations during completion of the work described in this Section.

#### 4.0 MAINTENANCE

A. Temporary sediment control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly with Owner approval.

- B. All erosion control measures shall be inspected weekly and after each one-half inch (1/2") rain event.
- C. All adjacent streets shall be kept clear of debris. Streets shall be inspected daily and cleaned when necessary and as directed by the Owner.
- D. All maintenance activities recommended by the manufacturer for a specific product shall be complete in addition to the maintenance activities noted in this section.

END OF SECTION

#### SECTION 01 7100 EXAMINATION AND PREPARATION

#### 1.0 GENERAL

- 1.1 Summary
  - A. This work shall consist of furnishing a construction survey crew and all necessary equipment, materials, tools, and expertise needed for construction surveying, layout, and preparation of As-Built Plans. The Contractor shall be required to furnish and place construction layout stakes for this project. The Owner will provide adequate reference points and benchmarks as shown on the plans.

#### 1.2 References

The following is a list of specifications or regulations which may be related to this section:

- A. Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge</u> <u>Construction</u>, latest edition (IDOT SSRBC), except as modified herewithin.
  - a. Section 105
- 1.3 Quality Assurance
  - A. Surveying, layout, and as-built operations shall be completed under the direction of an Illinois-licensed Professional Land Surveyor. Professional Land Surveyor shall sign and seal the as-built documents.
  - B. Existing conditions and proposed grades are provided on the NAVD88 vertical datum. As-built grades shall also be provided on the NAVD88 vertical datum.

#### 2.0 PRODUCTS (NOT USED)

#### 3.0 EXECUTION

- 3.1 Responsibility of the Owner
  - A. The Owner will provide a delineation of the limits of construction. These limits shall be verified and agreed upon at the preconstruction meeting to be in conformance with the plans. Any vegetation outside of these limits shall be saved. Additional vegetation to be saved within the construction limits are noted on the plans.
  - B. The Owner will provide electronic files of the design plans in AutoCAD format to the Contractor for use in construction layout.
  - C. Where the Contractor, in setting construction stakes, discovers discrepancies, the Owner will check to determine their nature and make whatever revisions are necessary in the plans.

D. It is not the responsibility of the Owner, except as provided herein, to check the correctness of the Contractor's stakes.

#### 3.2 Layout

- A. The Contractor shall provide field forces, equipment, and material to set all stakes for this project, which are needed to establish reference points and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work.
- B. All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Owner at the completion of the project. All notes shall be neat, orderly and in accepted form.
- C. Stakes for line shall be set at sufficient station intervals (not to exceed 50 feet) to assure substantial conformance to the plan lines.
- D. Any additional re-staking required by the Owner will be the responsibility of the CONTRACTOR.
- E. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract.
- F. The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans and as noted in the specifications.
- G. Any inspection or checking of the Contractor's layout by the Owner and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions.
- H. The Contractor shall exercise care in the preservation of stakes and benchmarks and shall have them reset at his/her expense when any are damaged, lost, displaced or removed or otherwise obliterated.
- 3.3 As-Built Survey
  - A. At the completion of construction, the Contractor will be responsible to prepare asbuilt drawings in compliance with the requirements of the Village of Plainfield which are to be signed and sealed by a Professional Land Surveyor registered in the State of Illinois. Additionally, these drawings shall be provided in electronic format for the Owner.
  - B. The CONTRACTOR shall be responsible for having the finished work substantially conform to the lines and dimensions called for in the plans and as noted in the specifications.
  - C. The completed work must be submitted in both hard copy and digital format, which includes, three original reproducible bond copies and an electronic drawing file

format, (AutoCAD Civil 3D 2010 or later), and a space or comma delimited text file, containing raw data in the form of (PENZD).

- D. The Owner will furnish an AutoCAD .dwg file for use as the base plan.
- E. The .dwg file must have X,Y and Z coordinates attached to all points and contours and shall be tied into the Illinois State Plane Coordinate System NAD 83 East Zone U.S. Survey Foot. If data is not acceptable to Owner, meaning, not meeting the following specifications, Owner reserves the right to return data to Contractor until it is corrected to meet the following specifications with no further compensation due consultant.
- F. The drawing shall meet the following specifications (as required per contract):
  - a. Drawings shall note all dimensions and elevations in imperial (foot) scale to the nearest .01 foot.
  - b. Include legend of symbology and abbreviations used in drawing.
  - c. Show all existing and newly constructed improvements per construction project specifications. All items to be included but not necessarily limited to; vegetation, one-foot contours, high points, low points, storm sewer, and water piping size and type, manhole rims & pipe invert elevations, culvert inverts, pavement delineation and type, fences, and ALL existing utilities.
  - d. Show all trees 6" diameter and larger within survey site with a pre-defined tree block symbol.
  - e. Capture mean elevation of water in any excavation, well and or nearby body of water.
  - f. Do not break contour lines for elevation text nor shall text interfere with any mapping lines (do not trim to accommodate text).
  - g. All contour lines should be continuous/closed polylines with respective "Z" coordinates.
  - h. Spot elevations should have "Z" elevations and represented as a CIVIL 3D AutoCAD COGO point to the nearest .01 foot.
  - i. All text associated with a spot elevation should match that elevation and be on a separate text layer.
  - j. Color and line type shall be "by layer".
  - k. All entities shall be drawn on the world coordinate system (do not change U.C.S. origin).
  - I. Scale of drawing shall be 1:1 and all symbols shall be inserted at a scale of 1,1,1.

- m. All drawing entities (lines, polylines, blocks, etc.) shall be inserted in model space.
- n. All title blocks, legends, north arrow, etc. shall be inserted in paper space.
- o. All paper and Mylar copies of survey shall be signed and sealed by a professional land surveyor.
- p. Geospatial Positioning Accuracy Standards, Part 3: National Standard for Spatial Data Accuracy, FGDC-STD-007.3-1998

END OF SECTION

#### SECTION 10 1400 TRAFFIC SIGNS

#### 1.0 GENERAL

- 1.1 Description
  - A. This work shall consist of furnishing all labor, materials, tools, and equipment necessary for installation of the proposed traffic signage, parking signage, posts and concrete foundation bases.
- 1.2 References

The following is a list of specifications or regulations which may be related to this section:

- A. Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge</u> <u>Construction</u>, latest edition (IDOT SSRBC).
  - a. Section 720 SIGN PANELS AND APPURTENANCES
  - b. Section 836 POLE FOUNDATION
  - c. Section 1090
  - d. Section 1091
- B. Capital Development Board, <u>Illinois Accessibility Code</u>, latest edition.
- 1.3 Submittals
  - A. Not Applicable

#### 2.0 MATERIALS

- 2.1 Steel Support Channels
  - A. Steel support channels shall be according to ASTM A 653 and IDOT Standard 720001 and shall be galvanized. Channel lengths and burial depths shall be per IDOT Standard Specifications.
- 2.2 Concrete Foundation bases
  - A. Concrete foundations with steel reinforcement cages and anchor bolts according to the manufacturer's specifications. The concrete foundations shall be installed per the IDOT Standard Specifications for Concrete Foundations.
- 2.3 Signs
  - A. Signage along W 127<sup>th</sup> Street shall be engineer-grade. Signage within the Park District property is not required to be engineer-grade.
- 2.4 Midblock Crossing Advanced Warning Sign
  - A. Rapid Rectangular Flashing Beacons (RRFBs) shall be equipped with a pedestrian activated push button or remote transmitters, strobe warning light

flash bars, and 40 watt solar panel. A JSF technologies or owner approved alternative should be utilized.

# 3.0 EXECUTION

- 3.1 Installation
  - A. CONTRACTOR shall furnish and install signs of the type and at the locations shown on the plans. All signs are to be furnished and installed by the CONTRACTOR. All signs are to be mounted on steel support channels conforming to 720001. Signs mounting heights and depths of burial for the support channels shall be per IDOT Standard Specifications and details.

## SECTION 31 2300 EXCAVATION AND FILL

# 1.0 GENERAL

## 1.1 SUMMARY

A. This work shall consist of excavation, embankment fill, disposal of excess material, disposal of unsuitable material, shaping, and compaction of all material encountered within the limits of the project, including excavation and fill for structures. The excavation shall include, but is not limited to, the native soils which shall be excavated for the project work. This work shall also include restoration of the site to the satisfaction of the Owner. All work shall be completed in accordance with these specifications, the lines and grades shown on the plans, and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

# **1.2 REFERENCES**

The following is a list of specifications or regulations which may be related to this section:

- A. Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge</u> <u>Construction</u>, latest edition (IDOT SSRBC).
  - a. Section 202
  - b. Section 204
  - c. Section 205
  - d. Section 211
  - e. Section 301
  - f. Section 311
  - g. Section 440
  - h. Section 1004
  - i. Section 1080
- B. ASTM Standard Specifications, latest edition.
  - a. ASTM D698
  - b. ASTM D1557
  - c. ASTM D4253
  - d. ASTM D4254
- C. Illinois Public Act 96-1416

# 1.3 QUALITY ASSURANCE

A. Final topography shall be surveyed of areas that are to finished grade and compared to the design section for accuracy.

B. Final grade shall match design grades within the tolerances discussed in PART 3 EXECUTION.

# 2.0 PRODUCTS

- 2.1 EARTH EXCAVATION
  - A. EARTH EXCAVATION shall consist of excavated native soil materials to bring this project site to the proposed sub grade elevations shown on the plans, not including topsoil stripping or removal of the existing pavement as noted on the plans. Removals include earth excavation and existing stumps and roots.

## 2.2 TOPSOIL

A. Topsoil materials shall be loamy A-horizon soils with organic content between 1 and 10 percent, free from roots, sticks, weeds, stones, etc, and have a pH between 5.0 and 8.0.

# 2.3 POROUS GRANULAR EMBANKMENT

A. The PGE material shall conform to Article 1004.05 of the IDOT Standard Specifications except the gradation shall be as follows:

Sieve Size	Percent Passing
*6"	97 ± 03
*4"	90 ± 10
2"	45 ± 25
#200	5 ± 5

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*6"	97 ± 03
*4"	90 ±10
2"	45 ± 25
#4	30 ± 20
#200	5 ± 5

\*For undercut greater than eighteen inches (18"), the percent passing the 6" sieve may be 90  $\pm$  10, and the 4" sieve requirements eliminated.

## 2.4 GEOTECHNICAL FABRIC

A. The geotechnical fabric shall be in accordance with the specifications contained in Article 1080.02 of the IDOT Standard Specifications. Geotechnical fabric shall be utilized beneath any locations requiring porous granular embankment. Geotechnical fabric shall be included in the cost of porous granular embankment, and shall not be paid for separately.

# 3.0 EXECUTION

## **3.1 EARTH EXCAVATION**

- A. Earth excavation shall be performed at the locations shown on the plans. All excavated material that is not to be used on site shall be hauled off and disposed of properly at the contractors expense.
- B. Earth excavation shall be performed where the proposed subgrade is lower than the existing subgrade. Earth excavation shall also be performed at locations in order to meet a minimum depth of 6" of topsoil with the proposed finish grade.
- C. The temporary storing of excavated materials within the public right-of-way or project limits shall not be allowed unless approved by the ENGINEER. It shall be the CONTRACTOR's responsibility to find an approved dumpsite for debris and any excavated materials. The OWNER will not provide one.
- D. The variation in grade from that specified on the drawings shall not exceed 0.33feet (4 inches) in all areas.
- E. The excavation shall be finished to reasonably smooth and uniform surfaces.

## 3.2 EMBANKMENT CONSTRUCTION

- A. Embankment construction shall consist of constructing all fill areas, including preparation of the areas upon which they are to be placed and the placing and compacting of embankment material in holes, pits and other depressions within the project area. Specific attention is called to the multi-purpose hill construction.
- B. Only approved materials shall be used in the construction of embankments and backfills. Approved materials shall consist of clean onsite cohesive soils or approved imported soils.
- C. Placement of excavated materials shall be performed at a maximum of 8-inch lifts and compacted prior to placement of the next lift. Contractor shall achieve a minimum compaction as noted in Section 205 of the Standards Specifications.
- D. The embankment shall be finished to reasonably smooth and uniform surfaces.
- E. The variation in grade from that specified on the drawings shall not exceed 0.33-feet (4 inches) in all areas.
- F. Onsite cohesive soils or imported soils shall be placed and compacted in horizontal lifts, using equipment and procedures that produce recommended moisture

contents within two percent (2%) higher or lower and densities throughout the lift and embankment height.

- G. Onsite or imported cohesive soils shall be compacted within a moisture content range of fifteen percent (15%) to twenty percent (20%) and compacted to ninety-five percent (95%) of the Maximum Standard Proctor Density (ASTM D-698).
- H. Onsite or imported cohesive soils with moisture contents above the recommended range may require disking and drying during placement for use as embankment.
- I. Embankment using clean cohesive soils meeting the requirements above shall be placed at a minimum slope of two (2) horizontal to one (1) vertical for a maximum fill height of five feet. Embankment for fill heights above five feet shall be placed at a minimum slope of three (3) horizontal to one (1) vertical.
- J. It shall be noted that fill within locations not supporting structures or pavement are not subject to these compaction and material requirements.

#### 3.3 TOPSOIL STRIPPING & PLACEMENT

- A. TOPSOIL STRIPPING & PLACEMENT shall consist of stripping and stockpiling the existing topsoil in locations where required to bring the existing subgrade up or down to a proposed subgrade. Boring logs are provided in these documents.
- B. This work shall be completed in accordance with Section 211 and Section 1081.05 of the Standard Specifications and as shown on the plans.
- C. Topsoil shall not be placed when the subgrade is frozen, excessively wet, and extremely dry or in a condition otherwise detrimental to the proposed finished grade or to proposed seeding.
- D. Topsoil shall be placed to a minimum depth of six inches (6") across the entire site. Please note that topsoil will be placed at a greater depth at certain locations throughout the site in order to keep all topsoil materials onsite.
- E. This work shall include all materials, labor, equipment and incidental work necessary to complete the work and maintain the site until an adequate mat of vegetation is established on disturbed areas and the Owner accepts the work.

## 3.4 REMOVAL & DISPOSAL OF UNSUITABLE MATERIALS

- A. Removal & disposal of unsuitable materials shall include excavation and removal of any unsuitable soils such as fill or organic silty clay that are encountered at the design footing subgrade for buildings or at the design subgrade for pavements.
- B. The subgrade soils shall be proof-rolled and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface. Proof-rolling and compaction will not be paid for separately but will be considered as an incidental expense.
  - a. A district representative shall be present during the performance of all proof

rolls

- b. The contractor shall supply an independent testing firm to perform the compaction tests. The contractor shall be financially responsible for any follow-up proof rolls if additional proof rolls are required.
- c. The independent testing company shall provide documentation on all compaction testing performed.
- C. When proof-rolling reveals unstable soil conditions, these soils shall be removed. Removal and disposal of all surplus, unstable and unsuitable materials and organic waste below the design sub-grade shall be performed in such a manner that public or private property will not be damaged or endangered.
- D. REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall conform to applicable portions of Section 202 of the IDOT Standard Specifications.
- E. Uncontaminated materials excavated as part of this work may remain onsite in areas not requiring structural fill with the approval of the engineer. Contaminated materials or debris shall be properly disposed of offsite.
- F. An estimated quantity is provided, and adjustments to unit prices will not be allowed based on actual quantities.

#### 3.5 POROUS GRANULAR EMBANKMENT

- A. POROUS GRANULAR EMBANKMENT work shall consist of placing and compacting porous granular material installed on geotechnical fabric to the lines and grades shown on the plans or as directed by the ENGINEER in accordance with the applicable portions of Section 207 of the IDOT Standard Specifications. The material shall be used as a bridging layer over soft, unstable or loose soil areas and for placement under water.
- B. The porous granular material shall be placed in one lift when the total thickness to be placed is 8" or less or as directed by the ENGINEER. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the IDOT Standard Specifications to obtain the desired keying or interlock and compaction. The ENGINEER shall verify that adequate keying has been obtained.
- C. A 3" nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Sub-base Granular Material is not specified in the contract and POROUS GRANULAR EMBANKMENT will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular sub-base is placed on top of the porous granular material.
- D. Each lift of IDOT CA-7 open graded granular soil should be compacted to a minimum of 75% of the relative density in accordance with ASTM Standards D4253 and D4254. If IDOT CA-6 granular material is used, the soil should be compacted to a minimum of 95% of the maximum density per ASTM D1557 (Modified Proctor).

- E. Unnecessary construction equipment for the completion of the replacement material will not be allowed on the undercut areas until compaction of the recommended thickness of the porous granular sub-grade.
- F. Full-depth sub-grade undercut should occur at limits determined by the ENGINEER. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of one foot (1') longitudinal per one inch (1") depth below the proposed sub-grade or bottom of the proposed aggregate sub-grade when included in the contract.

# 3.6 RESTORATION

- A. Any onsite areas disturbed by CONTRACTOR activities shall be restored at the direction of ENGINEER. Restoration shall include all fine grading, backfill, cleaning of existing and proposed pavements, and cleaning of any offsite areas. All disturbed areas shall also be restored with permanent seeding.
- B. Restoration will be performed to the satisfaction of OWNER and/or ENGINEER at no additional cost to the OWNER. Any restoration required for offsite areas (local roads, R.O.W.s, etc.) as a result of CONTRACTOR negligence, will also be performed at the request and satisfaction of OWNER and/or ENGINEER, without compensation from the OWNER. Final payment will not be released until all areas disturbed by CONTRACTOR have been performed to the satisfaction of the ENGINEER and/or OWNER.

## 4.0 BASIS OF PAYMENT (ALLOWANCES)

# 4.1 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL ALLOWANCE

- C. Subgrade preparation beneath the new pavement areas shall include the REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL including pavement materials, vegetation, high organic content topsoil, root matter and other deleterious conditions which may be encountered.
- D. The quantity provided for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL ALLOWANCE is for estimating purposes only. Soil borings have been provided in the bid documents. Where deemed necessary by the ENGINEER, this work shall be paid for at the contract unit price per cubic yard of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL ALLOWANCE, and shall include all labor, equipment and materials necessary to perform the work as specified. The cost of soil sampling and analysis to comply with Clean Construction or Demolition Debris (CCDD) requirements per Illinois Public Act 96-1416 and the Environmental Protection Agency shall be incidental to REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

#### 4.2 POROUS GRANULAR EMBANKMENT ALLOWANCE

A. The quantity provided for POROUS GRANULAR EMBANKMENT ALLOWANCE is for estimating purposes only. Soil borings have been provided in the bid documents. If this item is deemed to be required by the ENGINEER, this work will be paid for per cubic yard for POROUS GRANULAR EMBANKMENT according to the area and depth determined to be required by the ENGINEER. This price shall include furnishing all materials, labor and equipment necessary for the completion of this work. The amount of removal will be measured and written approval is required prior to completing the work. Geotechnical fabric for ground stabilization shall be included in the cost of POROUS GRANULAR EMBANKMENT ALLOWANCE.

# SECTION 32 1123 AGGREGATE BASE COURSE, TYPE B, 8"

## 1.0 GENERAL

- 1.1 Description
  - A. Aggregate base course shall consist of furnishing all labor, materials, tools, and equipment necessary to construct the crushed stone base as indicated in the drawings.
  - 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 Incorporated Specifications
  - A. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision.

Specific attention is drawn to the following sections:

Articles 301.01 - 301.10 Article 311.01 - 311.07 Section 351 Articles 1004.01, 1004.04 Subgrade Preparation Granular Subbase Aggregate Base Course Coarse Aggregate

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

- B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.
- 1.3 Submittals
  - A. Gradation: Submit for approval the aggregate gradation proposed for use.
  - 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.

# 3.0 EXECUTION

# 3.1 SUBGRADE

- A. Following excavation and embankment placement, the subgrade shall be graded, rolled, and compacted to the proposed grade. Rolling and compacting shall be done using a smooth-drummed, vibratory roller. Subgrade shall be prepared according to IDOT Section 301. Any areas indicated unsuitable by the Owner's Representative shall be under-cut and filled with Porous Granular Embankment. Payment for areas requiring under-cut and fill with Porous Granular Embankment will be as designated in section 31 2300 Excavation & Fill.
- B. HMA course shall be laid only on a prepared base which is dry, rolled, and when weather conditions are suitable. Air temperature must be at least 40 degrees Fahrenheit in the shade and the forecast is for rising temperatures.

## 3.2 AGGREGATE BASE COURSE

A. Type B., CA-6 crushed stone shall be placed to the proposed grades in the paved areas in one or more lifts not exceeding the 8" thicknesses shown in the typical paving details. Stone shall be graded and compacted to a smooth cross section free of ruts or depressions and compacted to the proposed grades as indicated on the drawings or as directed by the Owner's Representative. Areas inaccessible to rollers shall be mechanically compacted using a hand-operated vibratory compacting device.

## SECTION 32 1313 CONCRETE SIDEWALK

# 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, 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 for approval mix design proposed for use.
- 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 Stone 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 five inches (5"). 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 Grace MicroFiber <sup>™</sup> 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. MicroFiber shall be engineered specifically for use in concrete, alkali resistant, nonabsorptive and completely non-corrosive. MicroFiber shall comply with ASTM Designation C 1116 Standard Specification for Fiber-Reinforced Concrete and Shotcrete, Type III Synthetic Fiber-Reinforced Concrete.

- B. Fibers shall be 20 mm (3/4 in.) multifilament polypropylene fibers as supplied by Grace Construction Products, 62 Whittemore Avenue, Cambridge, MA 02140. 450 grams (1 lb) of fibers shall contain no less than 50 million individual fibers. 225 grams (0.5 lb) of fibers shall contain no less than 25 million individual fibers. Required dosage rate shall be as specified by the design engineer or architect. Grace MicroFiber shall be used in strict accordance with the supplier's recommendations and within time as specified in ASTM C 94. The fiber shall comply with ASTM Designation C 1116 Type III 4.1.3. Standard ACI 302 procedures for placing, finishing and curing shall be followed when using Grace MicroFiber.
- 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 Preformed Expansion Joint Fillers. Approved filler shall be as described in Section 1051.03 Bituminous Preformed Joint Filler and 1051.04 Preformed Fiber Joint Filler and 1051.05 Bituminous Preformed Inorganic Fiber Joint Filler and 1051.08 Preformed 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 these documents. 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. MicroFiber may be added to concrete at any point during the batching or mixing process. MicroFiber may be added to the aggregate during weighing or charging, or to the central mixer or truck before, during, or after charging. The concrete must be mixed at high speed for 5 minutes, or 70 revolutions, after the addition of MicroFiber to ensure uniform distribution. The standard range of addition for MicroFiber is 300 to 600 g/m3.
- 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 Protection
  - A. Protection of Concrete shall be performed in following manner:
    - 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.
    - Protection Against Rain: The Contractor shall take such precautions as are necessary to protect the concrete from damage.
    - 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.
    - 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.

#### 3.8 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.

# SECTION 32 1540 AGGREGATE PATH

# 1.0 GENERAL

- 1.1 Description
  - A. Aggregate path shall consist of providing all labor, materials, tools, and equipment necessary to install the compacted fine aggregate on a prepared aggregate base course to the specified thickness 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 Incorporated Specifications
  - A. Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest revision.

Specific attention is drawn to the following sections:

Section 1003 Fine Aggregates

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

- B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.
- 1.3 Submittals
  - A. Gradation: Submit for approval aggregate gradation proposed for use.
  - 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 Limestone Screening
  - A. Limestone Screening shall be composed of clean, hard durable particles of natural screenings resulting from the crushing of rock, stone or gravel and shall be free of clay, silt or other objectionable material. The material shall meet the gradation requirements for gradation FA-5 as specified in 1003.01 of the Standard Specifications.

#### 3.0 EXECUTION

## 3.1 CONSTRUCTION REQUIREMENTS

- A. The screening area shall have clearly defined smooth edges and limestone shall not contaminate adjacent areas. Limestone screenings shall be placed to a uniform depth as indicated on the plans and compact to 98% Standard Proctor Density. Thickness determinations shall be made at such points as the Engineer may select. When the constructed thickness is less than 90 percent of the thickness shown on the plans, aggregate shall be added to obtain the required thickness.
- B. The equipment used shall be such that the required amount of material will be deposited uniformly along the center of the pathway. The material which has been deposited shall be spread immediately to the plan cross-section. Hauling shall be routed over the spread material so it will cover the entire width of surface. If equipment used in the hauling operations causes ruts extending through the spread material and into the subbase, and the subbase material is being mixed with the surfacing material, the equipment shall be removed from the work or the rutting otherwise prevented as directed by the Engineer. The Contractor shall keep the surface smooth by dragging or blading as many times each day as the Engineer may direct. Holes, waves, and undulations which develop and which are not filled by blading shall be filled by adding more material.

# SECTION 32 1700 PAVING SPECIALTIES

- 1. GENERAL
  - 1.1 WORK INCLUDES
    - A. Base Bid:
      - 1. General Contractor to provide: This work shall consist of furnishing all labor, materials, tools, and equipment necessary for surface preparation and application of paint pavement markings and installation of detectable warning panels, including clean-up and restoration of the location.

## 1.2 REGULATORY REQUIREMENTS:

- 1. IDOT, Standard Specifications for Road and Bridge Construction January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions January 1, 2024.
  - a. Section 424
  - b. Section 703
  - c. Section 780
  - d. Section 1095
- 1.3 SUBMITTALS
  - A. The General Contractor shall submit to the Architect/Engineer a certificate from the supplier indicating compliance with Article 1095.02 of the "Standard Specification for Road and Bridge Construction", January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions January 1, 2024, as adopted by IDOT, except as herein modified.
  - B. General Contractor shall submit a cut sheet for the detectable warning product prior to ordering and installing the product for review and approval by the Park District.

# 2. PRODUCTS

- 2.1 MATERIALS
  - A. Paint
    - Paint materials shall meet the requirements of Article 1095.02 of the "Standard Specification for Road and Bridge Construction", January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions January 1, 2022, as adopted by the IDOT, except as herein modified.
  - B. Detectable Warning Panels
    - Detectable warnings shall be a prefabricated, cast-in-place system. Detectable warnings shall be Armor-Tile, Tuftile Tactile Systems Federal number 22144 Brick Red, or an approved equal, and shall consist of a surface of truncated domes meeting the requirements of the Illinois Accessibility Code and the details shown on the plans.

# 3. EXECUTION

# 3.1 PAINT PAVEMENT MARKINGS

- A. Work under this item shall be performed in accordance with Articles 780.01, 780.02, 780.03, 780.04, and 780.06 of the "Standard Specification for Road and Bridge Construction", January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions January 1, 2024, as adopted by IDOT, except as herein modified
  - 1. Do not apply paint pavement markings until the layout and placement has been verified with the Client Agency.
  - 2. The paint shall be applied with mechanical equipment to produce uniform straight line edges.
  - 3. Rate of application shall be as per manufacturer's recommended rate, but in no case shall the rate of application be less than that specified in Article 780.06 of the "Standard Specification for Road and Bridge Construction", January 1, 2022, and the Supplemental Specifications and Recurring Special Provisions January 1, 2024, as adopted by the IDOT, except as herein modified.

# 3.2 DETECTABLE WARNING PANELS

- A. The detectable warning panels shall be installed according to the manufacturer's recommendations.
- B. Detectable warning panels must be installed across the entire width of the depressed curb, perpendicular to the direction of travel, and per the standard details. At locations of curved ramps, additional areas may be required to achieve the required dimensions and direction of truncated dome pattern.
- C. Construction shall conform to the requirements of Section 424 of the IDOT Standard Specifications except as modified herein. Warning pattern will comply with all IDOT specifications.
- 3.3 PAINT PAVEMENT MARKINGS

END 32 17 00.

## SECTION 32 2100 GRUBBING AND DEBRIS REMOVAL

## 1.0 GENERAL

#### 1.1 DESCRIPTION:

Grubbing, Brush, and Debris Removal shall consist of furnishing all labor, materials, tools and equipment necessary to remove trees, brush, stumps, roots, trash, and construction debris and trim trees to allow for a two foot clear zone as indicated on the drawings.

#### 1.2 BASIS OF PAYMENT:

A. Grubbing, brush, and debris removal will be paid for at the contract lump sum for CLEARING & GRUBBING. Approximate limits are noted on the plans, however the contract lump sum will not be adjusted based on actual limits of this work as required to complete the contract work items.

B. Construction Debris Removal is considered included in the cost of the contract and will not be paid for separately.

## **1.3 INCORPORATED SPECIFICATIONS**

The following specifications are incorporated into this document: "Standard Specification for Road and Bridge Construction", latest revision.

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

#### 2.0 MATERIALS (Not applicable)

#### **3.0 EXECUTION**

#### 3.1 DEFINITIONS

Grubbing: Removal of all brush, bushes, stumps, and roots under all paved areas including but not limited to; trails and sidewalks.

Construction Debris: An accumulation of any unusable man-made construction material which has been excavated or placed on the site during the contract period, including, but not limited to; concrete, metal culverts, lumber, pipe, brick, and litter.

#### 3.2 COMPLETION

Grubbing shall consist of removing all brush, stumps, roots, and vegetation under the proposed path, shoulder areas, and walkways. All stumps and roots shall be

removed to a depth of not less than 12 inches below the original ground level or 12 inches below the proposed sub-grade in cut areas.

Construction debris within the Construction Limits shall be removed in accordance with the above referenced and incorporated specifications.

## 3.3 DISPOSAL OF MATERIAL

Material resulting from these operations shall be removed from the site and disposed of in an appropriate manner at an Illinois EPA authorized waste management facility.

# SECTION 32 2870 SITE FURNISHINGS

## **1.0 GENERAL**

## 1.1 DESCRIPTION

The Contractor shall furnish, assemble, and completely install all site furnishings called for in the plans and specifications unless otherwise called for to be furnished or furnished and installed by the Owner. This work consists of procuring, storing, unpacking, assembly, and erection of all items in accordance with the plans, specifications, and manufacturer's instructions and recommendations.

# 1.2 SITE EQUIPMENT BY OWNER (where indicated)

Site equipment that is to be purchased by the Owner and installed by the Contractor shall be received and stored by the Owner until the Contractor is ready to install it. The Contractor shall pick up the equipment at the Owner's location at which time he becomes entirely responsible for the condition, quantity, and protection of all items necessary for a complete and finished installation. The pickup time shall be scheduled at least 24 hours in advance.

## 1.3 FIELD CHANGES

The Owner reserves the right to make minor adjustments in locations of site furnishings as the work progresses whenever such changes are considered necessary to improve function or accessibility.

## 1.4 BASIS OF PAYMENT

Payment for each site furnishing item will be as bid in the proposal. All work and material required for a complete installation of the item shall be included in the bid.

#### 1.5 INCORPORATED SPECIFICATIONS The following specifications are incorporated into this document:

"Manual on Uniform Traffic Control Devices" – Latest edition

"Standard Specifications for Road and Bridge Construction" – Latest edition - Illinois Department of Transportation

Section 1020 Portland Cement Concrete

"AASHTO Guide for the Development of Bicycle Facilities" - Latest edition

# 2.0 MATERIALS

2.1 WOODEN BOLLARDS

Cast in place wood associated with installation of site furnishings shall meet the requirements of Section 1020 of the Standard Specifications for Road and Bridge Construction. Location of wooden bollards shall be installed in well drained drainage stone as shown on the drawings or as directed by the Owner. Bid price

shall include the bollard, drainage stone and all required accessories and mounting hardware for a complete installation.

# 2.2 FOLD DOWN BOLLARDS

Tip down bollards shall be Traffic Guard Double Post Model surface mount with concrete foundation and two-lock option. Reinforced concrete foundation shall be minimum of 24-inches in diameter and 42-inches deep with four galvanized or stainless steel anchor bolts. Mounting shall be in accordance with the manufacturer's instructions. Location of fold down bollards shall be as shown on the drawings or as directed by the Owner. Color shall be safety yellow. Bid price shall include the bollard, cast-in-place concrete footing and all required accessories and mounting hardware for a complete installation.

Contact information: Traffic Guard Direct LLC PO Box 201 Geneva, IL 60134 Ph: 877-727-7347, www.trafficguard.net

# **3.0 EXECUTION**

# 3.1 INSTALLATION

All site furnishings shall be erected and installed in accordance with the manufacturer's instructions unless otherwise specified or detailed.

#### 3.2 ASSEMBLY

Contractor shall clean, uncrate, and assemble all site furnishings and material shipped directly to him in or furnished by the Owner (where indicated) in knockdown and shipping containerization conditions as necessary to install a complete and usable item. This shall also include checking freight tickets, providing copies to Owner, and verification and inspection of items shipped.

## 3.3 SECURING HARDWARE

Whether stated on the manufacturer's installation instructions or included in the furniture hardware, contractor shall be responsible for trimming all bolts and other similar fasteners to within one-quarter (1/4") inch of the nuts/fasteners and securing the nuts in a manner that will prevent removal; such as peening, double nutting, or tack welding. Method shall be approved by the Owner or Owner's agent prior to beginning the work.

#### 3.4 MANUFACTURER INSTALLATION INSTRUCTIONS

Manufacturer installation instructions follow, which support related information found elsewhere in the plans and specifications. Contractor shall secure any other instructions required for proper installation from the specific manufacturers, which may not be included but required.

# SECTION 32 9219 TURF AND NATIVE SEEDING

1.0 GENERAL

- 1.1 Description
  - A. This work consists of complete construction of turf and native areas including: finish grading, tilling, cleaning seed bed, seeding, fertilizing, weed control, and mowing. Following seeding all disturbed areas shall be stabilized with temporary erosion control blanket in accordance with that specification. This work shall apply generally to areas adjacent to the trail, as noted on Plans. Restoration of disturbed areas outside the limit of the planting areas and limits of construction shown on the Plans will not be paid for.

#### 1.2 Submittals

A. One seed tag for each seed type used on the site shall be saved and delivered to the Owner.

## 2.0 MATERIALS

- 2.1 Turf Seed
  - A. Seed shall be a turf mix intended for sport use. Contractor shall be aware that the area will not be irrigated. Seed mixes with the proper drought tolerance shall be utilized. Owner shall have final approval over the seed mix selected.
  - B. 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.
  - C. 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.
  - D. The turf areas shall have a seed mixture of the percentages (by weight) listed below:

80-85% Kentucky Bluegrass – Blend of 4 varieties at equal percentages 15-20% Perennial Rye Grass – Blend of 2 varieties at equal percentages

## 2.2 Native Seed

A. Native grass and forb species must be local genotype and be from a radius of 200 miles from the site. The seeding mixtures shall be installed in locations designated on the plan and as directed by the OWNER and/or ENGINEER.

- B. No seed shall be sown during high winds, rain events, or when the ground is not in a proper condition for seeding, nor shall seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements.
- C. Prior to starting work, seeders, trailers, and interseeders shall be cleaned (free of any previous seed, soil, or plant material, including tires), calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or interseeded.
- D. For the native seeding areas, it is anticipated that seed will be broadcast on the surface using an ATV or by hand due to the limited size and accessibility. Following seeding, the surface will be raked by hand to incorporate the seed into the soil.
- E. Preparation shall include application of herbicide applied by a licensed herbicide applicator to effectively control weed species without damaging desirable vegetation. The seedbed shall be free of weeds, and seeding shall occur no less than 14 days after herbicide application. For bare earth seeding, CONTRACTOR shall remove clumps, stones, roots, and sticks prior to seedbed preparation activities. CONTRACTOR shall prepare the seedbed with a disk or unique rake (harrow) to reduce clod size to a maximum diameter of 1-inches and eliminate rivulets, gullies, crusting, and caking. The disk shall be in good condition with sound, unbroken blades and weighted as necessary to achieve a minimum 3-inch tillage depth.

# 2.3 Fertilizer

- A. Fertilizer shall be Nitrogen, Phosphorous and Potassium in the following mix:
  - 10-24-18 with 30% 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 minimum 6" depth. 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 as recommended by the seed supplier for a dense stand with a Brillion, slit seeder, or other mechanical seeder. All seed areas must be completely and uniformly covered.

# 3.2 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 IDOT CLASS 1 and IDOT CLASS 2 planted areas.
- 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. It shall be applied evenly over the IDOT CLASS 1 and IDOT CLASS 2 planted areas.
- C. Fertilizer shall be included in the cost of the IDOT CLASS 1 and IDOT CLASS 2 seeding.

## 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 make 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.

- 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. Watering shall continue and be maintained by the contractor for 30 days beyond acceptance of turf areas. It is the contractor's responsibility to meet lawn establishment requirements additional watering by contractor may be needed.

## 4.0 SEED MATRICES

4.1 IDOT Class 1 - Turf

IDOT Class 1 - Turf		
Common Name	Scientific Name	Lbs/Acre
Grasses, Sedges, and Rushes		
Kentucky Bluegrass	Poa pratensis	100.00
Perennial Ryegrass	Elymus canadensis	60.00
Creeping Red Fescue	Festuca rubra	40.00
Total 200.		200.00

## 4.2 IDOT Class 2 - Fescue Mix

IDOT Class 2 - Fescue Mix		
Common Name	Scientific Name	Lbs/Acre
Grasses, Sedges, and Rushes		
Inferno Tall Fescue	Festuca arundinacea	100.00
Perennial Ryegrass	Elymus canadensis	50.00
Creeping Red Fescue	Festuca rubra	40.00
Red Top	Agrostis gigantea	10.00
Total		200.00

# 4.3 IDOT Class 4 - Native Grass

IDOT Class 4 - Native Grass		
Common Name	Scientific Name	Lbs/Acre
Grasses, Sedges, and Rushes		
Big Blue Stem	Andropogon Gerardi	4.00
Little Bluestem	Andropogon Scoparius	5.00
Side-Oats Grama	Bouteloua Curtipendula	5.00
Canada Wild Rye	Elymus Canadensis	1.00
Switchgrass	Panicum Virgatum	1.00
Indian Grass	Sorghastrum Nutans	2.00
Annual Ryegrass	Lolium multiflorum	25.00

Oats, Spring	Avena sativa	25.00
Perennial Ryegrass	Elymus canadensis	15.00
Total		83.00

# 4.4 IDOT Class 4B - Wetland Grass & Sedge Mix

IDOT Class 4B-Wetland Grass & Sedge Mix		
Common Name	Scientific Name	Lbs/Acre
Gras	ses, Sedges, and Rushes	
Annual Rygrass	Lolium multiflorum	25.00
Oats, Spring	Avena sativa	25.00
Wetland Grasses (See	Below)	6.00
	Total	56.00
Wetland Grasses		% by weight
Blue Joint Grass	Calamagrostis canadensis	12.00
Lake-Bank Sedge	Carex lacustris	6.00
Awl-Fruited Sedge	Carex tribuloides	6.00
Tussock Sedge	Carex stricta	6.00
Fox Sedge	Carex vulpinoidea	6.00
Needle Spike Rush	Eleocharis acicularis	3.00
Blunt Spike Rush	Eleocharis obtusa	3.00
Fowl Manna Grass	Glyceria striata	14.00
Common Rush	Juncus effusus	6.00
Slender Rush	Juncus tenuis	6.00
Torrey's Rush	Juncus torreyi	6.00
Rice Cut Grass	Leersia oryzoides	10.00
Hard-Stemmed Bulrush	Schoenoplectus acutus	3.00
Dark Green Rush	Scirpus atrovirens	3.00
River Bulrush	Schoenoplectus fluviatilis	3.00
Softstem Bulrush	Schoenoplectus tabernaemontani	3.00
Cord Grass	Spartina pectinata	4.00
	Total	100.00

#### SECTION 33 4000 STORM DRAINAGE UTILITIES

## 1.0 GENERAL

#### 1.1 SUMMARY

A. This work shall include all labor, materials, and equipment necessary for completion of storm sewer, storm structures, trench backfill and riprap installation associated with storm drainage systems.

#### **1.2 REFERENCES**

The following is a list of specifications or regulations related to this section:

- A. Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge</u> <u>Construction</u>, latest edition (IDOT SSRBC).
  - a. Section 208
  - b. Section 281
  - c. Section 550
  - d. Section 601
  - e. Section 602
  - f. Section 603
  - g. Section 604
  - h. Section 1004
  - i. Section 1006
  - j. Section 1020
  - k. Section 1040
  - I. Section 1042
- B. ASTM Standard Specifications, latest edition.
  - a. ASTM B88
  - b. ASTM C76
  - c. ASTM C443
  - d. ASTM C478
  - e. ASTM D2241
  - f. ASTM D3034
  - g. ASTM D3212
  - h. ASTM D3350
- C. American Association of State Highway and Transportation Officials Standard Specifications, latest edition.

#### **1.3 QUALITY ASSURANCE**

A. Before commencing work, the Contractor shall provide documentation from the material manufacturers that their materials meet these specifications.

## 2.0 PRODUCTS

Please note that pipe materials are not designated on the Final Engineering Plans. All storm sewers shall be reinforced concrete pipe of the designated class, PVC SDR 26 pipe, ductile iron pipe, or other rigid pipe approved by the Engineer.

Where a storm sewer will be located beneath a proposed street, or path or within two (2) feet of the edge of the street, the trench shall be backfilled with CA-7 granular material or other granular material approved by the Engineer.

## 2.1 REINFORCED CONCRETE PIPE

- A. Reinforced concrete pipe shall conform to ASTM C-76.
- B. The sewer shall be constructed with rubber gasketed (O-ring) joints meeting the requirements of ASTM C361 for Reinforced Concrete Low Head Pressure Pipe. The bell and spigot or tongue and groove ends shall be formed on machine rings formed to ensure accurate joint surfaces and shall be stepped to accommodate a round compression type rubber gasket.
- C. Rubber gaskets shall be extruded or molded in such a manner that any cross section will be dense, homogeneous, and free of porosity, blisters, pitting and other imperfections. The gaskets shall be fabricated from a high-grade rubber compound containing no reclaimed rubber. The basis polymer shall be natural rubber, synthetic rubber or a blend of both. The physical properties of the rubber gaskets and the permissible variations in dimensions shall conform to the requirements of those specified in the specifications for Rubber Gaskets, ASTM Designation C361.
- D. The gaskets shall be seated on the joint in accordance with the manufacturer's specifications. Where adhesive is required to properly seat the gasket, the gasket shall be applied not less than 24 hours prior to installing the pipe.
- E. When an internal o-ring cannot be supplied, an external sealing band as supplied by Cadilloc (or approved equal) will be used.

# 2.2 PVC PIPE

A. Polyvinyl Chloride (PVC) pipe shall conform to ASTM D3034, type PSM. The minimum Standard Dimension Ratio (SDR) shall be 26. The pipe shall be made of PVC plastic having a minimum cell classification of 12454-C, and shall have a minimum pipe stiffness of forty-six (46) lbs. per inch (317 kPa). Joints for PVC pipe shall be flexible elastometric seals per ASTM D 3212. Cleanouts shall all be of PVC materials.

#### 2.3 HDPE PIPE

A. High-density polyethylene (HDPE) pipe shall conform to the requirements of AASHTO M252 and M294.

- B. Pipe and fittings shall be made from virgin PE compounds which conform to the requirements of cell class 324420C as defined and described in ASTM D3350. Rubber gasket joints shall be used.
- 2.4 GRANULAR PIPE BACKFILL
  - A. Backfill material shall conform to the requirements of IDOT standard specifications. The gradation shall conform to gradation CA-6 of the Standard Specifications.

## 2.5 TRENCH BACKFILL

A. Trench backfill for all new underground pipe located under pavement shall conform to Articles 208 and 810 of the Standard Specifications. Trench backfill shall be placed in all areas of proposed pavement and within two feet (2') of proposed pavement.

# 2.6 RIPRAP

A. Riprap shall be placed as erosion control at the end of each flared end section according to the location, depth and dimensions called out on the plans. The riprap and corresponding geotechnical fabric shall be installed according to Section 281 of the Standard Specifications.

# 2.7 FLARED END SECTIONS

A. Storm sewer pipes may be terminated with flared end sections. Flared end sections shall be galvanized steel where joining to PVC or HDPE pipe and shall be reinforced concrete where joining to RCP pipe. Any end section with an opening greater than 12 inches in diameter shall be covered with a grate whose openings are 3 inch horizontal by 8 inch vertical.

# 3.0 EXECUTION

- 3.1 GENERAL
  - A. The following specific items shall be considered incidental to storm sewer pipe construction.
    - a. Removal from site of all surplus trench excavation.
    - b. Excavation for, supplying and placement of, bedding material as shown in the details.
    - c. Support of trenches, including any necessary bracing or shoring.
    - d. De-watering of trench or excavation.
    - e. Providing and placement and compaction of trench backfill by vibratory plate or other approved mechanical device.

# 3.2 RESPONSIBILITY FOR MATERIALS

A. The contractor shall be responsible for the acceptability and storage of all materials

furnished by him and shall assume responsibility for the replacement of all such material found damaged in shipping or on job site or defective in manufacture. This shall include the furnishing of all material and labor required for the replacement of installed material discovered to be defective prior to the final acceptance of the work.

## 3.3 STORAGE OF PIPING MATERIALS

- A. The interior, as well as all sealing surfaces of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter.
- B. Store pipe bundles on flat surfaces with uniform support. Pipe stored outside and exposed to prolonged periods of sunlight should be covered with canvas or other opaque material. Clear plastic sheets shall not be used. Air circulation shall be provided under covering.
- C. Keep gaskets away from oil, grease, electric motors (which produce ozone), excessive heat and direct rays of the sun. Consult the manufacturer for specific storage recommendations.

#### 3.4 HANDLING OF PIPING MATERIALS

- A. Piping materials shall be unloaded, hauled and distributed at the site of the project by the contractor.
- B. Materials shall at all times be handled properly to prevent damage in accordance with manufacturer's recommendations.
- C. Pipe and fittings shall not be thrown, dropped, or dragged.
- D. Damaged or defective material on the job site shall be rejected and replaced to the satisfaction of the OWNER.
- E. Methods of construction conducive to the damage of sewer pipe shall be corrected when called to the attention of the contractor.
- F. All pipe and fittings shall be examined by the contractor above grade before placement in the trench.

#### 3.5 INSTALLING STRUCTURES IN NON-PAVED AREAS

A. Only structures without sumps shall be permitted in non-paved areas. Straw bales shall be staked in place at each structure to prevent debris and foreign material from entering the system during construction.

#### 3.6 INSTALLING STRUCTURES IN PAVED AREAS

A. For structures located in paved areas, a minimum of four, 2 inch diameter holes shall be drilled or precast into the structure within 1 foot of the lowest pipe invert.

The holes shall be distributed equidistant around the perimeter of the structure. A one (1) foot by one (1) foot section of underdrain filter cloth material shall be sufficiently fixed to the outside of the manhole with mastic materials to prevent slippage during backfilling.

## 3.7 WATER-TIGHTNESS

A. Non-shrinking hydraulic cement shall be used on all interior and exterior joints within the barrel section to provide a water-tight seal between structure sections. No hydraulic cement shall be applied above the cone section or flat top.

## 3.8 PIPE CONNECTIONS

A. All structures without sumps shall be provided with a precast or cast-in-place concrete fillet, or bench, to provide a smooth flow between pipe sections. The inside and outside of all pipe section connections to storm structures shall be shaped with additional mortar to provide a 3 inch collar around the pipe.

## 3.9 TRENCH BEDDING & BACKFILL

- A. Granular pipe bedding and haunching shall be required on all storm sewers installed.
- B. Initial backfill shall be required for all flexible pipe.
- C. Trench backfill shall be placed in all areas under and within two feet (2') of pavement.

#### 3.10 PIPE BEDDING

- A. Bedding, other than concrete embedment, shall consist of gravel, crushed gravel, or crushed stone. The pipe shall be laid so that it will be uniformly supported and the entire length of the pipe barrel will have full bearing. No blocking of any kind shall be used to adjust the pipe to grade except when used with embedment concrete.
- B. Bedding shall be required for all sewer construction, and shall be of a thickness equal to 1/4 of the outside diameter of the sewer pipe with a maximum thickness of 8 inches.
- C. Granular pipe bedding shall be a minimum of 4 inches in earth excavation and a minimum of 6 inches in rock excavation.
- D. Where unsuitable material is encountered at the grade established, all such unsuitable soil shall be removed under the pipe and for the width of the trench, and shall be replaced with well compacted bedding material.
- E. The size range and resulting high voids ratio of bedding material make it suitable for use to dewater trenches during pipe installation. This permeable characteristic

dictates that its use be limited to locations where pipe support will not be lost by migration of fine grained natural material from the trench walls and bottom or migration of other materials into the bedding material. When such migration is possible, the material's minimum size range should be reduced to finer than 1/4 inch and the gradation properly designed to limit the size of the voids.

F. Bedding materials shall be placed to provide uniform and adequate longitudinal support under the pipe. Bell holes at each joint shall be provided to permit the joint to be assembled properly while maintaining uniform pipe support. When the joint has been made, the void under the bell will be filled with bedding or haunching material.

#### 3.11 HAUNCHING

- A. The most important factor affecting pipe performance and deflection is the haunching material and its density. Place and consolidate the material under the pipe haunch to provide adequate side support to the pipe while avoiding both vertical and lateral displacement of the pipe from proper alignment.
- B. The same coarse materials as used for initial backfill shall also be used for haunching. Place haunching up to the pipe spring line.

#### 3.12 INITIAL BACKFILL FOR FLEXIBLE PIPE

A. Initial backfill begins above the spring line of the pipe and extends to a point 6 inches above the top of the pipe and shall be CA-7 or CA-11 carefully placed so as to completely fill the space around the pipe, in 8-inch layers, loose measurements, and compacted to the satisfaction of the Owner.

#### 3.13 SELECTED GRANULAR BACKFILL

- A. The backfill for trenches and excavation made in existing or under proposed pavements where the inner edge of the trench is within 2 feet of the edge of the pavement, curb, gutter, curb and gutter, or sidewalk, shall be made with compacted selected granular material conforming to IDOT gradation CA-6.
- B. Selected granular backfill shall be placed in uniform layers not exceeding 6 inches (loose measure) and compacted with mechanical equipment to 95% of the standard proctor density in accordance with the applicable AASHTO or ASTM requirements.

#### 3.14 DEPTH OF PIPE COVER

A. The depth of cover over the pipe shall be appropriate for the material and class of pipe specified for the installation. In no case shall the cover over the pipe be less than 24 inches unless specifically allowed otherwise by the OWNER.

#### 3.15 PIPE INSTALLATION

A. All pipe shall be laid true to line and grade. Dirt and other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations.

## 3.16 PIPE TO PIPE CONNECTIONS

- A. All storm sewer pipe to pipe connections shall be sealed with butyl mastic to ensure water tightness. Lift holes are to be sealed using butyl mastic and concrete plugs.
- B. At no time shall connections between the storm sewer system and sanitary sewer systems be allowed.
- C. Alternately, premium joint pipe with integral o-rings may be used.

## 3.17 FLARED END SECTIONS

A. Any end section with an opening greater than 12 inches in diameter shall be covered with a grate whose openings are 3 inch horizontal by 8 inch vertical and is rakeable.

## SECTION 34 2511 HOT MIX ASPHALT SURFACE

#### 1.0 GENERAL

1.1 DESCRIPTION

Hot-mix asphalt (HMA) Surface Course shall consist of providing all labor, materials, tools, and equipment necessary to install the HMA Surface Course on a prepared asphalt or aggregate base course as indicated in the drawings.

#### 1.2 BASIS OF PAYMENT

- A. Payment for the HMA Surface Course will be on a square yard basis as bid in the proposal under the item HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50. The compacted thickness shall be as indicated on the plans.
- B. Asphalt Joint and tack coat materials shall be considered incidental to the respective paving operation and will not be paid for separately.
- C. Saw cutting of the existing pavement shall be considered incidental to HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50, 3" and will not be paid for separately.

#### 1.3 INCORPORATED SPECIFICATIONS

The following specifications are incorporated into the document:

A. Illinois Department of Transportation, <u>Standard Specifications for Road and Bridge</u> <u>Construction</u>, latest revision.

Specific attention is drawn to the following sections:

lix Asphalt Binder and Surface Course
Aggregate for Hot-Mix Asphalt
se Aggregate for Hot-Mix Asphalt
al Filler
1ix Asphalt
inous Materials

Contractor shall adhere to the above specifications unless applicable items of work or materials are modified herein.

B. Exceptions: All references in the Illinois Department of Transportation Standard Specifications to method of measurements and compensation shall not apply.

#### 2.0 MATERIALS

- 2.1 SURFACE COURSE
  - Mix type shall be indicated on the proposal. Materials shall meet the above referenced and incorporated specifications.

#### **3.0 EXECUTION**

- 3.1 CONSTRUCTION REQUIREMENTS
  - A. Surface course shall be laid only on a base which is dry, primed, and when weather conditions are suitable. Air temperature must be at least 45 degrees Fahrenheit in the shade and the forecast is for rising temperatures.
  - B. The grade of the stone base shall be verified to confirm that ADA slopes are met prior to the placement of the asphalt. Fine grading shall be performed prior to the placement of the asphalt to correct potential compliance issues with ADA guidelines.

- 3.2 PREPARATION AND TRANSPORTATION OF HOT-MIX ASPHALT Work shall be in accordance with Articles 406.05 and 1030.08 of the above referenced and incorporated specifications.
- 3.3 PLACING AND COMPACTING HOT-MIX ASPHALT Work shall be in accordance with Article 406.07 of the above referenced and incorporated specifications.

#### 3.4 JOINTS

Contact surfaces of curbs and inlets shall be painted with a thin, uniform coating of Asphalt: RC-70, Tar: RT-1 or Tar: RT-2 prior to HMA materials being placed against them.

Joints between successive days' work shall be made so as to ensure a thorough and continuous bond between the old and new mixture.

At locations where new full depth pavement abuts the existing pavement to be overlaid, the existing pavement shall be surface grinded a minimum of 2' back at 3" depth from the pavement interface to create a seamless butt joint. The butt joint shall be paved with binder up to the existing pavement surface. This work shall be incidental to the paving scope of work.

#### 3.5 SURFACE TESTS

At the discretion of the District or the Consultant the surface courses shall be tested for smoothness with a ten (10') foot straight edge after compaction. Straight edge shall be placed parallel to the pavement centerline, parallel to the grade line in each pavement lane, touching the surface. Ordinates shall be measured from the face of the straight edge to surface course.

There shall be deducted from the amount due Contractor the cost of seventy-five (75%) percent of the surface course mixture as measured over the defective area for each variation in the surface course of greater than one-eighth (1/8"), but less than one-half (1/2") inch.

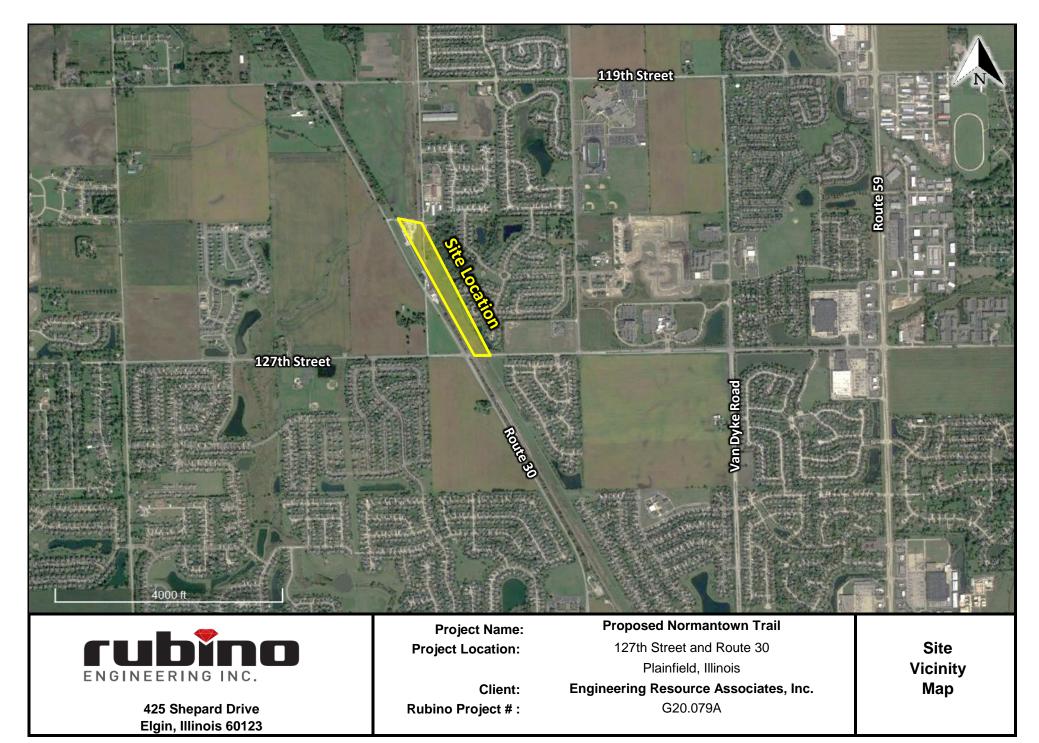
Where the variation in the surface course equals or is in excess of one-half (1/2") inch, the entire area affected shall be removed and replaced with fresh surface course mixture at Contractor's expense.

Any locations along the path that is not ADA compliant will need to be removed and adjusted to meet compliance. This work shall be performed at the Contractor's expense.

#### **END OF SECTION**

Appendix G – Site Vicinity Map & Boring Location Plan









425 Shepard Drive Elgin, Illinois 60123 **Project Location:** 

Rubino Project # :

**Client:** 

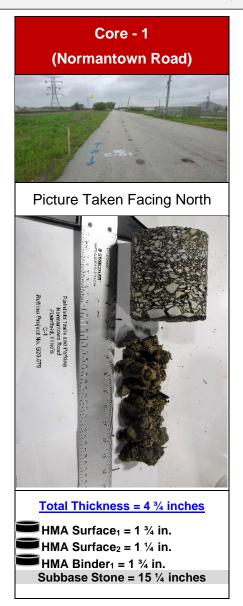
127th Street and Route 30 Plainfield, Illinois Engineering Resource Associates, Inc. G20.079A

Boring Location Plan

Appendix H – Pavement Core Summary Table



Core was taken in the pavement of Normantown Road in Plainfield, Illinois. The table below summarizes the thicknesses observed in the field and laboratory.



The referenced thicknesses are considered approximate. Commentary provided by Rubino is based on our observation in the laboratory; **Crack** = vertical through cross section; **Weathering** = rounded edges & degradation of asphalt and **Deterioration** = horizontal crack. Pavement and subbase type and thickness may vary between core locations. Any comments on the condition of the material are considered our opinion and should be verified by the design engineer.

Appendix I – Borings Logs



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Completion Depth:       5.0 ft         Date Boring Started:       5/29/20         Date Boring Completed:       5/29/20         Logged By:       M.F.             Sample Types:             Latitude:       41.65773647         Longitude:       -88.2329909         Drill Rig:       Milwaukee Dymodrill         Remarks:       Page								pproximately	y 5 feet below									
Date Boring Started:       5/29/20         Date Boring Completed:       5/29/20         Logged By:       M.F.    Hand Auger & DCP Auger Cutting Split Spoon          N.F.																		
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			Comp	lete	d:									Iwauke	e Dymo	drill		
Drilling Contractor: Dubing Engingering Inc.   ALDUI UNITOUVEIV		Logged By: M.F. Drilling Contractor: Rubino Engineering, Inc.					9 (											

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						Fax: 84	7-931-1560									Sheet 1 of 1
Rubino		No.:		0.07				Drilling Method: Humboldt DCP and Hand Auger WATER LEVELS								
Project						rmantown Trail		Sampling Method:Grab Sample								ing N/A
Location City, S					t and Id, Illir	Rt. 30		Hammer Type: Humboldt DCP Boring Location: South end of Normantown Road							pletion N/A	
Client:					'	Resource Associates	. Inc.	Doning Loode	4 feet E of edge of pavement						ay	N/A
				Ĭ		Station: N/A	,					STAN			ATION	
t)					es)	Offset: N/A			ion	-inct			TEST	DATA		
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	°. Z	Recovery (inches)				USCS Classification	DCP Blows per 6-inch	%			© 	PL	
ion	h, (f	hic	le T	ple	Z (i	MATER	IAL DESC	RIPTION	lass	d sv	Moisture,		Noisture	25	LL 50	Additional
evat	ept	9rap	amp	Sample No.	ove				S C	Blov	Mois	-		25	50	Remarks
Ē			S		Rec				nsc	0CP			STREN	GTH, tsf		
					-									¥ 2.0	Qp 4.0	
		10,0°C				Approximately 13 GRAVEL	inches of Sl	JRFICIAL								
		00.0				GRAVEL										
	F -	000				Black silty CLAY,	trace sand a	and gravel								
								0	CL							
				1	12	Brown and gray si	Ity CLAY, tra	ace sand and		2 - 3						
					12	gravel				2-5						
											30					
	[										30			×		2% Organic Content
				2	12					6 - 10						
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									CL		43				×	2% Organic Content
				3	12					17 - 18						
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			$\mathbb{H}$	4	11					14 - 18	9	$\mid \times$				
	- 5 -						, , , ,									-
						End of boring at a existing grade.	pproximately	/ 5 feet below								
Compl	etion I	Depth:		1	5.0 f	ť	Sample T	ypes:	I			ide: 41			1	·
Date B					5/29		Hand A	Auger & DCP	Auger (	Cutting		itude: · Ria: Mi			drill	
Date B		Comp	lete	d:	5/29 M F			and Auger & DCP Auger Cutting Drill Rig: Milwaukee Dymodrill and Auger Split Spoon Remarks:								
Logged By: M.F. Drilling Contractor: Rubino Engineering, Inc.							O No Recovery									

1	Γ				_	425 She Elgin, IL	Engineering epard Drive . 60123				LO	g oi	F BC	RIN	IG N	<b>I-01</b>
E	NGI	NEEF		IGI	NC.	Telepho Fax: 84	one: 847-93 7-931-1560	1-1555								Sheet 1 of 1
Rubino Projec Locatio City, S Client:	et: on: State:	No.:	Pro 127 Pla	7th S ainfie	ed Nor t and ld, Illir	rmantown Trail Rt. 30 nois Resource Associates	Inc	Drilling Method:       Humboldt DCP and Hand Auger         Sampling Method:       Grab Sample         Hammer Type:       Humboldt DCP         Boring Location:       Open field east of Lincoln Hwy and north of 127th Street						-		
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A		RIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	STAN	NDARD P TEST	_	-	Additional Remarks
Ë		0	Š	S	Rec				nsc	DCP					Qp 4.0	
	0	<u>11</u> <u>11</u> <u>1</u> <u>11</u> <u>11</u> <u>11</u> <u>11</u> <u>11</u> <u></u>		1	12	Approximately 12	inches of TC	DPSOIL		4 - 6	28			×		5% Organic Content
				2	12	Black and brown s gravel	-		CL	6 - 7	25		>	<		5% Organic Content
				3	12	Brown silty CLAY,	trace sand	and gravel		7 - 10	23		   ×			3% Organic Content
				4	12				CL	11 - 12						
	- 5 -			5	12			. E foot he law		12 - 14						-
Compl Date E					5.0 f 5/29		Sample T	ypes:					.65529			
Date E Logge	Date Boring Completed:     5/29/20       Logged By:     M.F.       Drilling Contractor:     Rubino Engineering, Inc.						Auger & DCP Auger	er & DCP 📗 Auger Cutting   Drill Rig: Milwaukee Dymodrill								

E	NGI	NEE	RII		NC.	Rubino Engineering 425 Shepard Drive Elgin, IL 60123 Telephone: 847-93 Fax: 847-931-1560	31-1555		I	_00	g oi	F BC	DRIN		<b>I-02</b> Sheet 1 of
Rubinc Project Locatic City, S Client:	t: on:	No.:	Pr 12 Pla	7th S ainfiel	ed Nor t and l d, Illin	mantown Trail Rt. 30 ois Resource Associates, Inc.	Drilling Method:       Humboldt DCP and Hand Auger       WATER         Sampling Method:Grab Sample       ✓         Hammer Type:       Humboldt DCP         Boring Location:       Open field east of Lincoln Hwy and north of 127th Street								
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.					Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	× 1	TEST Moisture	25 │ GTH, tsf	PL LL 50	Additional Remarks
	0	<u>x 17. x</u> 17. <u>x 17</u>	<u>.</u>			Approximately 6 inches of TC	PSOIL			24	0		* 2.0	Qp 4.0	6% Organic Cont
				1	12	Black and brown mottled silty sand and gravel	CLAY, trace	_	2 - 3	25			×		4% Organic Conte
				2	12			CL	2 - 4	27			×		3% Organic Cont
				3	12	Brown and gray mottled silty sand and gravel	CLAY, trace		5 - 7						2% Organic Cont
				4	12			CL	9 - 13	25			×		1% Organic Cont
				5	12	Brown, silty SAND	u f faat kalau	SM	16 - 17	17		×			-
						existing grade	, S ISSE BOIOW								
ate B ate B oggeo	oring oring d By:	Depth: Starte Comp	d: lete	ed:	5.0 ff 5/29/ 5/29/ M.F. Rubi	/20 Hand	Auger & DCP	Auger ( Split Sp No Rec	Cutting boon	Longi	tude: - Rig: Mi	.65381 -88.230 Iwauke		odrill	

Rubino Engineering, Inc. 425 Shepard Drive Elgin, IL 60123 Telephone: 847-931-1555								-			LO	g oi	F BC	RIN	IG N	1-03
	NGI	NEER	(Tr	101	NC.	Telepho Fax: 84	one: 847-93 17-931-1560									Sheet 1 of 1
Rubino Projec Locatio City, S Client:	t: on: State:	No.:	Pro 12 <sup>°</sup> Pla	7th S ainfie	ed No t and ld, Illir	rmantown Trail Rt. 30 nois Resource Associates	, Inc.	Sampling Me Hammer Typ	Drilling Method: Humboldt DCP and Hand Auger Sampling Method:Grab Sample Hammer Type: Humboldt DCP Boring Location: Open field east of Lincoln Hwy and north of 127th Street ↓ While Drilling ↓ Upon Completion ↓ Delay						ing N/A	
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A		CRIPTION	USCS Classification	DCP Blows per 6-inch	Moisture, %	× 1	TEST Moisture	25	ATION PL LL 50	Additional Remarks
Ш					Re				n n	DC				Ж	Qp	
	0	<u>11</u> <u>11</u> <u>11</u>	• • •	1	12	Approximately 12	inches of TC	DPSOIL		2 - 2	20	0	×	2.0	4.0	7% Organic Content
				2	12	Brown, black, and and gravel	gray silty Cl	LAY, trace san	id	4 - 3	26			×		2% Organic Content
				3	12				CL	6 - 8	27			×		2% Organic Content
				4	12					10 - 13	19		×			
	- 5 -			5	12	End of boring at a	nnroximatelv	v 5 feet below		15 - 17	29 15		×	×		3% Organic Content
Compl Date E Date E Logge Drilling	Boring Boring d By:	Starte Compl	d: lete	d:	5.0 f 5/29 5/29 M.F. Rubi	existing grade	Sample T	ypes: Auger & DCP	Auger	poon	Longi	itude: · Rig: Mi	.65260 -88.229 Iwauke		odrill	

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	Fax: 847-931-15								560 Sheet							Sheet 1 of
Rubino Projec Locatio City, S Client:	t: on: tate:		Pro 127 Pla	7th S ainfie	ed No t and ld, Illir	rmantown Trail Rt. 30 nois Resource Associates.	. Inc	Drilling Method:       Humboldt DCP and Hand Auger         Sampling Method:Grab Sample       ✓         Hammer Type:       Humboldt DCP         Boring Location:       WB ROW of 127th Street         east of Lincoln Hwy       ✓								
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A			USCS Classification	DCP Blows per 6-inch	Moisture, %		NDARD F TEST Moisture	PENETRATIC T DATA © e I PL 25		Additional Remarks
Eleva	Dep	Gra	Sam	San	Recove				USCS (	DCP Blo	Moi		STRENC		Qp	
	0	<u>74 18</u> <u>71</u>				Approximately 12	inches of TC	OPSOIL			_	0		2.0	4.0	
		$\frac{I_{I}}{\sqrt{I_{I}}} \frac{\sqrt{I_{I}}}{\sqrt{I_{I}}}$	•	1	12					4 - 2						
				2	12	Black, brown, and and gravel	gray silty Cl	LAY, trace san	d	2 - 6	23		×			
				3	12					7 - 9	23		×			8% Organic Conter
				4	12				CL	12 - 14	17		×			8% Organic Conter
	- 5 -			5	12	End of baring of a	nnnvimatal	. E foot bolow		14 - 14	15		×			-
Compl Date B Date B Logged Drilling	oring oring d By:	Started Compl	d:	d:	5.0 f 5/29 5/29 M.F.	/20 /20	Sample T	ypes: Auger & DCP	Auger ( Split Sp O No Rec	boon	Long	itude: Rig: M	I.65135 -88.229 Ilwaukee	1308	odrill	



**Illinois Environmental Protection Agency** 

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

## Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662

Revised in accordance with 35 III. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

## I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Prop	osed Normantow	n Trail			Office Phone N	lumber, if available:						
Physical Site Locati	on (Street, Road):	Norma	antown Rd,	grassy f	r field between 127th and Route 30. See Summary Report.							
City: Plainfield	State:	IL	_ Zip Code	e: <u>60585</u>		County: Will	<b>_</b>					
Township:												
Lat/Long of approxi	mate center of site	in deci	imal degree	es (DD.d	dddd) to five decima	l places (e.g., 40.67890,	-90.123	45):				
Latitude: 41.65481	Longitu	de: - <u>8</u>	38.23156									
(Decimal Identify how the lat/	• /	· ·	-Decimal E d:	)egrees)								
🔿 GPS 🕢 Map	Interpolation O	Photo	Interpolatio	on ()	Survey 🔿 Other							
IEPA Site Number(s	s), if assigned:	BOL:			BOW:	BOA:						
Approximate Start [	Date (mm/dd/yyyy)	):			Approximate End D	ate (mm/dd/yyyy):						
Estimated Volume	of debris (cu. Yd.):											
II. Owner/Operation	ator Informatio	on for	Source	Site								
S	Site Owner				:	Site Operator						
Name:		Villa	ige of Plain	field	Name:	Engineering Resource	Associa	tes, Inc.				
Street Address:	244	401 W. I	Lockport S	treet	Street Address:	3s701 West Av	/enue, S	uite 150				
PO Box:					PO Box:							
City:	Pla	infield	State:	۱L	City:_	Warrenville	State:	IL				
Zip Code:_	60544 P	hone:	815.436.7	7093	Zip Code:	60555 Phone:						
Contact:					Contact:		Abby 2	Zielinski				
Email, if available:					Email, if available:	azielinski@era	consulta	nts.com				

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Proposed Normantown Trail

## Source Site Certification

## III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.\* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: <u>1</u> Refer to attached Summary Letter.

\*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

## **IV. Soil pH Testing Results**

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 70

Six [6] samples were collected and tested for pH. Results were within the range of 6.25 to 9.0 . Please refer to pH Results in Appendix A.2

# V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I <u>Michelle A. Lipinski, P.E. Rubino Engineering, Inc.</u> (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Operator Michelle A. Lipinski, P.E. Rubino Engineering, Inc. Printed Name Signature	Owner's Duly Authorized Representative Operator's Duly Authorized Representative $9/24/2020$ Date
Signature	

IL 532-1855 LPC 348 Rev. 1/2019

Source Site Certification