

# Oak Brook Park District

## Tennis Patio Bid Packet



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**INVITATION TO BID  
OAK BROOK PARK DISTRICT  
Tennis Patio Project**

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The Oak Brook Park District (the “District”) is accepting bids for the Tennis Patio Project.

Specifications and Contract Documents may be obtained beginning February 24, 2023 at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m., or in PDF format at the District’s website: <https://www.obparks.org/bids-rfps>.

Each bid must be placed in a sealed opaque envelope with the Bidder’s name, the date and time of the bid deadline and marked "**Sealed Bid**: – Oak Brook Park District Tennis Patio Project,” and addressed to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523, **Attention: Executive Director**. Bids will be received until 2:00 p.m. on March 9, 2023, at which time the bid proposals will be publicly opened and read aloud at the District’s Administrative Office, located at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523.

The Oak Brook Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal 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 Oak Brook 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 Oak Brook 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 DuPage County. The Contract entered into for the Work will be drawn in compliance with said law and proposals should be prepared accordingly and provide for payment of all laborers, workmen, and mechanics needed to perform the Work at no less than the prevailing rate of wages (or the prevailing rate for legal holiday and overtime work) for each craft, type of worker, or mechanic.

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

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.

The District encourages women and minority business firms to submit bids and encourages bidders to utilize minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director  
Oak Brook Park District

**INSTRUCTIONS TO BIDDERS  
OAK BROOK PARK DISTRICT  
TENNIS PATIO PROJECT**

**INSTRUCTIONS TO BIDDERS**

The Oak Brook Park District and Owner are one and the same.

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.

**A. BID DOCUMENTS**

1. The Bid Documents may be downloaded in PDF format from the Owner's website: <https://www.obparks.org/bids-rfps>. The Bid Documents are also available in printed format from the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m.
2. A pre-bid meeting will not be held for this Project. Please contact Bob Johnson at [bjohnson@obparks.org](mailto:bjohnson@obparks.org) with any questions on this Project.

**B. BID FORM**

1. Each bid shall be made on the "Bid Form" furnished by the District. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form provided could result in rejection of the bid.
2. All applicable blank spaces on the "Bid Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. 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.
4. 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.
5. Bidders' prices are to include the delivery of all materials; including plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the

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

6. 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.
7. Attached to the Bid Form will be the Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.
8. The bids shall be sealed in an opaque envelope, marked with the name of the Bidder, the date and time of the bid, and addressed as follows:

Sealed Bid: Tennis Patio Project  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

9. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than March 9, 2023 2:00 p.m. Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
10. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No Bidder may withdraw a bid after opening of the bids.
11. Bids will be publicly opened on the due date.

### C. REQUIREMENTS 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.

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

2. On the Bidder's Reference List form provided herein, list at least three (3) construction projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, project description, project address, owner and telephone number.

3. 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 Contractor subcontracts any part of the Work for this project, the Contractor 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 Contractor.

4. 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.

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

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

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

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

**D. MODIFICATION OF BIDS**

Any Bidder may modify his 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 facsimile will not be permitted.

**E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he 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 his bid. By submitting a bid, the Bidder agrees, represents and warrants that he 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.

**F. ACCEPTANCE OR REJECTION OF BIDS**

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

The 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 Oak Brook 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.

#### **G. SURETY**

All bids must be accompanied by a bid bond or bank cashier's check payable to the Oak Brook 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 Oak Brook Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Oak Brook Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

**Prior to 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.

#### **H. WITHDRAWAL OF BID**

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

#### **I. ACCEPTANCE AND CONTRACT**

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, 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 or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful

Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeit the Bid Security.

The Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and the Prevailing Wage Determination and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

## **J. INTERPRETATION OF THE CONTRACT DOCUMENTS**

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If 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, he must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids to the Park District. Address all communications to Bob Johnson, [bjohnson@obparks.org](mailto:bjohnson@obparks.org). 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.

**K. ADDENDA**

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each 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 he 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.

**L. SUBSTITUTIONS DURING BIDDING**

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

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

**CONDITIONS OF THE CONTRACT  
OAK BROOK PARK DISTRICT  
TENNIS PATIO PROJECT**

**GENERAL CONDITIONS**

The General Conditions are the General Provisions of the Standard Abbreviated Form of Agreement Between Owner and Contractor, AIA Document A104-2017, as modified by the Park District and included in these Bid Documents (the “General Conditions”).

**SUPPLEMENTARY CONDITIONS**

The General Conditions are hereby amended to include the following:

**1. COMMENCEMENT AND COMPLETION DATE**

The Work for the Contract shall commence after March 21<sup>st</sup>, 2023, on a date(s) agreed upon by the parties. Substantial Completion shall be on or before April 17, 2023. Final Completion shall be on or before **April 30, 2023**.

**2. USE OF THE 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.

**3. COOPERATION WITH UTILITIES**

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.

#### **4. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY**

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 Owner or furnished by the Owner.

#### **5. 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 obtain insurance of the types and in the amounts listed below.

##### **a. Commercial General and Umbrella Liability Insurance**

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

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, 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).

The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 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 District. Any insurance or self-insurance maintained by the District shall be deemed excess of such bidder's insurance and shall not contribute with it.

**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**

The successful Bidder 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**

The successful Bidder shall maintain workers compensation 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.

Such Bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Bidder's activities.

**e. General Insurance Provisions**

i. Evidence of Insurance: The successful Bidder shall furnish the 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 District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

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

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

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

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

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on 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 District has the right to reject insurance written by an insurer it deems unacceptable.

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

**f. Subcontractors**

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

**6. INDEMNIFICATION**

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

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.

The successful Bidder's indemnification of the District shall survive the termination or expiration of the Contract.

**7. WARRANTY**

The Work performed and the materials and equipment installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor for a period of twelve (12) months from Final Completion against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications and Drawings.

**SPECIAL CONDITIONS**

1. The Tennis Center 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 Tennis Center by the public, Park District staff and others requiring access to the facility. 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.

Bid Proposal for:  
Tennis Patio Renovation

Contractor: \_\_\_\_\_

TO: Oak Brook Park District  
Tennis Patio Renovation  
1300 Forest Gate Rd,  
Oak Brook, Illinois 60523

Project # 1129

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

Description of abbreviations:

SF = Square Feet

CF = Cubic Feet

LF= Lineal Feet

SY = Square Yard

CY = Cubic Yard

LS = Lump Sum

FF = Finished Face

EA = Each

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**BASE BID**

Item #	Description	Quantity	Unit	Installed Unit Price	Item Total
1	Site Preparation, Removals & Earthwork, Complete	1	LS	\$	\$
2	Concrete Paving	2114	SF	\$	\$
3	Shade Structure Footing	2	EA	\$	\$
4	Solid SDR26 Underdrainage -6" Diameter and Connections	136	LF	\$	\$
5	Mitered Drain	1	EA	\$	\$
6	Square Catch Basin and Square Grate	4	EA	\$	\$

**Base Bid Total \$** \_\_\_\_\_

---

ALTERNATE: The following may be added to the base bid at the discretion of the Park District.

A-1	Site Preparation, Removals & Earthwork, Complete for Alternate Items	1	LS	\$	\$
A-2	Asphalt Paving - Lift	260	SY	\$	\$
A-3	Asphalt Paving - Full Depth	7	SY	\$	\$

**ALTERNATE Total:** \_\_\_\_\_

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

CONTRACTOR: \_\_\_\_\_

**BID FORM  
OAK BROOK PARK DISTRICT  
TENNIS PATIO PROJECT**

(Please complete in ink, and print or type)

TO: Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523

FROM: \_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
EMAIL ADDRESS

**FOR:** Tennis Patio Project

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

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he 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 he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he 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 Oak Brook 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 sixty (60) 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 and insurance 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 the Work for the following lump sum price:**

<b>Base Bid</b>	<b>Amount</b>
1) Tennis patio removal, drainage, shade structure footings, finish concrete as outlined in bid specifications and plans.	\$

**Total Lump Sum Base Bid:** \_\_\_\_\_

<b>Alternate Bid</b>	<b>Amount</b>
1) Asphalt paving	\$

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project.

The undersigned Bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

The Work for the Contract shall commence after March 21, 2023 or on a date agreed upon by the parties. Substantial Completion shall be on or before April 17, 2023. Final Completion of the Project shall be on or before April 30, 2023.

The undersigned Bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

_____	(a) Individual	( )
Full Name of Bidder (Print)	(b) Partnership	( )
_____	(c) Corporation	( )
Name and Title of Authorized Agent		

if Corporation or Partnership (Print): \_\_\_\_\_

\_\_\_\_\_

Full Name and Title of Bidder (Signature)

\_\_\_\_\_

Street Address

\_\_\_\_\_

City/State/Zip

\_\_\_\_\_

Email

Phone \_\_\_\_\_

### **LIST OF SUBCONTRACTORS**

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.

Subcontractor Name & Address	Classification of Work	Amount of Subcontract
------------------------------	------------------------	-----------------------

1.		
2.		
3.		
4.		

### **BIDDER'S REFERENCE LIST**

Each Bidder must list the name, address, phone number and project name for at least three (3) projects performed for governmental entities of similar scope and complexity as this Project in the past five (5) years. Bidder may include, as a separate attachment, additional information or references on projects completed.

1.	<hr/>	
	Name of Park District, School District, or Municipality	
	<hr/>	
	Contact Person	
	<hr/>	
	Phone Number	E-Mail
	<hr/>	
	Description of Work performed	Project Value
	<hr/>	
2.	<hr/>	
	Name of Park District, School District, or Municipality	
	<hr/>	
	Contact Person	
	<hr/>	
	Phone Number	E-Mail
	<hr/>	
	Description of Work performed	Project Value
	<hr/>	
3.	<hr/>	
	Name of Park District, School District, Municipality	
	<hr/>	
	Contact Person	
	<hr/>	
	Phone Number	E-Mail
	<hr/>	
	Description of Work performed	Project Value
	<hr/>	



## CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the 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 <http://labor.illinois.gov/>. 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 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.
- L. 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.

- M. 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 Oak Brook Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

## CONTRACTOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
 \_\_\_\_\_)SS  
 COUNTY OF \_\_\_\_\_)

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

Dated: \_\_\_\_\_

(Notary Public)

(SEAL)

## SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Dated:\_\_\_\_\_

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.

# Owner/Contractor Agreement

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR TENNIS CENTER PATIO PROJECT

This Agreement between and Owner and Contractor for Tennis Center Patio Project (the "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between the Oak Brook Park District, an Illinois unit of local government (the "Park District" or the "Owner"), with its principal place of business at 1450 Forest Gate Road, Oak Brook, Illinois 60523 and \_\_\_\_\_, an \_\_\_\_\_ ("Contractor") with its principal place of business at \_\_\_\_\_, \_\_\_\_\_, Illinois, \_\_\_\_\_. 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. Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following work: \_\_\_\_\_ as indicated in the Bid Documents for Oak Brook Park District Tennis Center Patio Project, February 24, 2023 (the "Work"), attached to and incorporated as part of this Agreement by reference ("Bid Documents").

**2. Contract Documents.** The Contract Documents consist of this Agreement between the Park District and the Contractor, 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 Contract Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.

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) take field measurements and verify field conditions; 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.

**3. Commencement and Completion.** The Work for the Contract shall commence on March 21, 2023 or on such later date as may be agreed upon by the Parties. Contractor shall achieve Substantial Completion of the Work on or before April 17, 2023 and shall achieve Final Completion of the Work on or before April 30, 2023 unless otherwise extended by agreement of the Parties. 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.

#### **4. 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 who need such documents 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 written directions. Contractor shall not proceed with the Work until the Park District has issued written directions. The contract time and Contract Sum shall be equitably adjusted if necessitated by such directions of the Park District.



**5. Contract Sum.** 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").

**6. Payment.** 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 7 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.

**7. Waiver of Liens.** 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 Owner 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 Owner against such lien or claim, including any reasonable attorneys' fees that have been or may be incurred by the Owner.

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.

**8. 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. In the event Contractor has a claim for an increase in the Contract Sum or time to complete the Work, Contractor shall provide written notice to the Park District before proceeding to execute the Work. Contractor shall not perform such Work associated with the claim until approved by written Change Order by the Park District. 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. No Change Order shall be approved or paid unless preceded by a written direction for the Change Order is provided by the Park District. This requirement cannot be waived by conduct, custom, or practice with respect to this project or other projects. There shall be no implied or constructive change orders.

d. 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 as follows:

i. In the manner agreed to by the Parties, or in the absence of agreement then the combined allowance for overhead and profit in connection with changes to the Work shall be the lesser of the amount, if any, included in the Contractor's Proposal, or the following: (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.

e. 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.

**9. Progress Meetings and Coordination.** 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.

**10. Owner's Right to Correct the Work.** 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.

**11. Delays.** 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 the Contractor's sole and exclusive remedy for delay.

**12. Warranties.** Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly correct any defective Work. Payment by the Park District for any Work later determined to be defective shall not relieve Contractor of its obligation to correct defective Work.

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

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.

**13. Correction of the Work.** In addition to the Contractor's obligations under Section 12, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 12, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Park District to do so unless the Park District has previously given the Contractor a written acceptance of such condition. The Park District shall give such notice promptly after discovery of the condition. The obligation under this Section 13 shall survive acceptance of the Work under the Contract Documents and termination of the Agreement. Corrective Work shall be warranted to be free from defects for a period equal to the longer of twelve (12) months after the completion of the corrective Work or one (1) year from the date of Final Completion of the Work, or such longer period of time as may be prescribed by law or in equity or by the terms of any applicable special warranty. Notwithstanding the foregoing, Contractor shall correct Work deficiently or defectively performed and replace defective or non-conforming materials and equipment, even though such deficiency, defect or non-conformity may be discovered more than one (1) year after Final Completion, if the correction is of a latent defect and arises from poor workmanship or improper materials or equipment, or is required to be made to Work, materials or equipment covered by the Contractor or a subcontractor contrary to the Park District's request or to the request of a governmental officer, or to the requirements of the Contract Documents or governmental requirements, and was therefore not visible for inspection by the Park District or governmental officer, as applicable, at the time of inspection. Contractor shall, within a reasonable time under the circumstances, after receipt of written notice thereof, correct, repair, replace and otherwise make good any defects or non-conformity in the Work. If the Contractor fails to correct nonconforming Work within a reasonable time, the Park District may correct it in accordance with Section 10.

**14. Cleaning Up.** 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.

**15. Safety of Persons and Property.**

- 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 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.

**16. 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 the 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 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.

**17. 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 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 Contractor'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. Contractor's indemnification of the Park District shall survive the termination or expiration of the Agreement.

**18. Performance Bond and Labor & Materials Payment Bond.**

a. Contractor shall deposit with the Park District before commencing any work an *AIA A312-2010 Performance Bond and Labor & Materials 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.

#### **19. 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 10 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.

**20. Compliance with Laws and Permits.** 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.

**21. Choice of Law and Venue.** This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage 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.

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

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

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

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

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

**27. Subcontracts.** 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.

**28. Notices.** 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:

Oak Brook Park District  
Attn: Bob Johnson  
1450 Forest Gate Road  
Oak Brook, IL 60523  
Email: bjohnson@obparks.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.

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

**30. 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.

**31. 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.

OAK BROOK PARK DISTRICT

By:

\_\_\_\_\_

President, Board of Park Commissioners

Attest:

\_\_\_\_\_

Secretary, Board of Park Commissioners

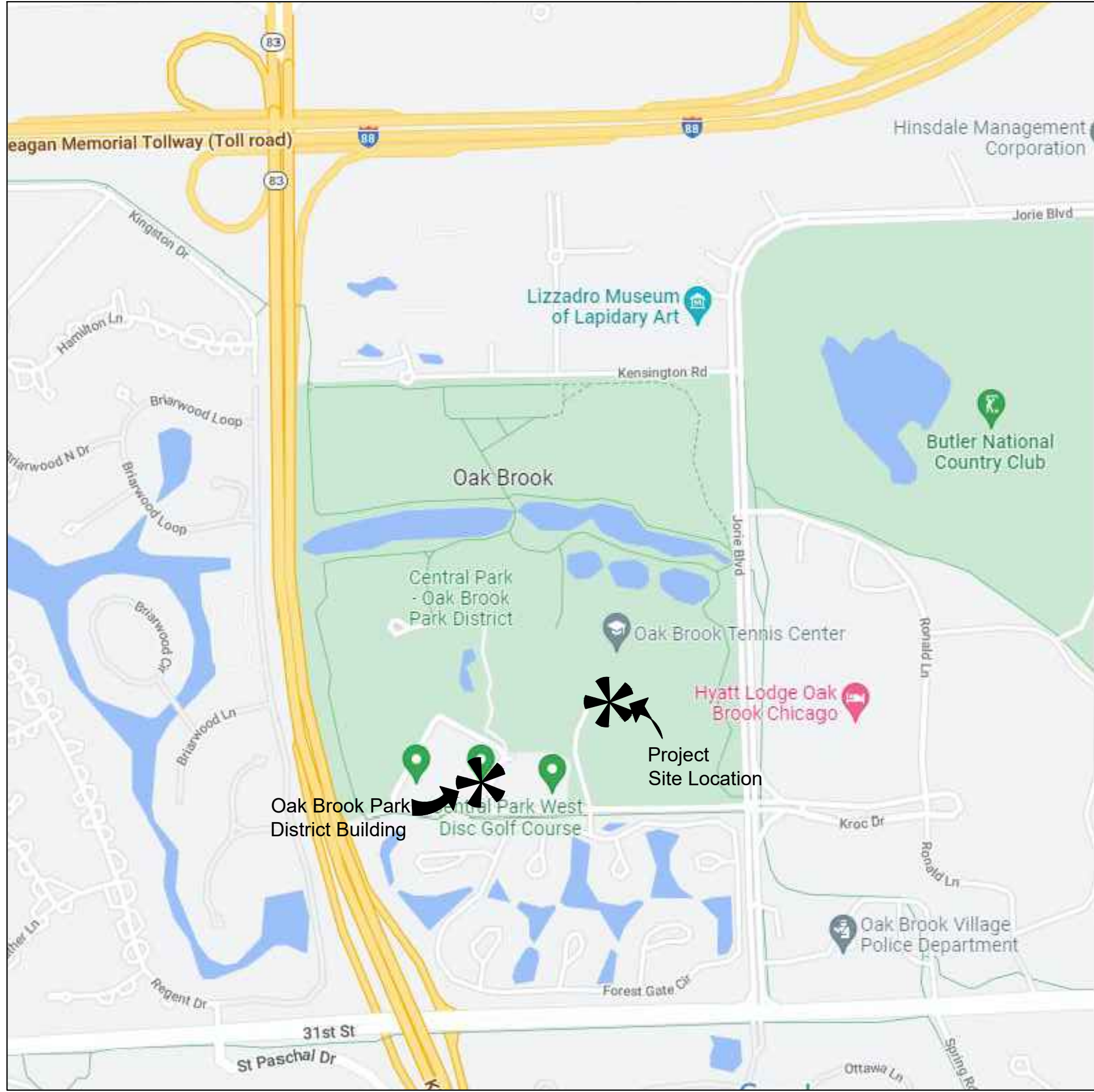
By:

\_\_\_\_\_

Its:

\_\_\_\_\_

# Plans



LOCATION MAP

SCALE: not to scale



LANDSCAPE ARCHITECT:  
**uplandDesign Ltd**  
Landscape Architecture & Park Planning  
1229 N. North Branch St, #220A, Chicago, IL 60642  
24042 Lockport St, Plainfield, IL 60544  
312-350-4088 | 815-254-0091 uplandDesign.com  
IL License 060-007797

# Tennis Patio Renovation

1300 Forest Gate Rd  
Oak Brook, IL 60523



1450 Forest Gate Rd  
Oak Brook, Illinois 60523

## SHEET INDEX

- 1.0 Title Sheet
- 2.0 Existing Conditions & Removals Plan
- 3.0 Layout Plan
- 4.0 Dimension Plan
- 5.0 Grading & Restoration Plan
- 6.0 Construction Details

This project has been prepared by and reviewed by Licensed Landscape Architects.  
Michelle A. Kelly # 157.001002  
Maria Blood # 157.001511

REVISIONS		

ORIGINAL ISSUE DATE  
**Issued for Bid 24FEB2023**

PROJECT NUMBER  
**1129**

PROJECT NAME  
**Tennis Patio Renovations**

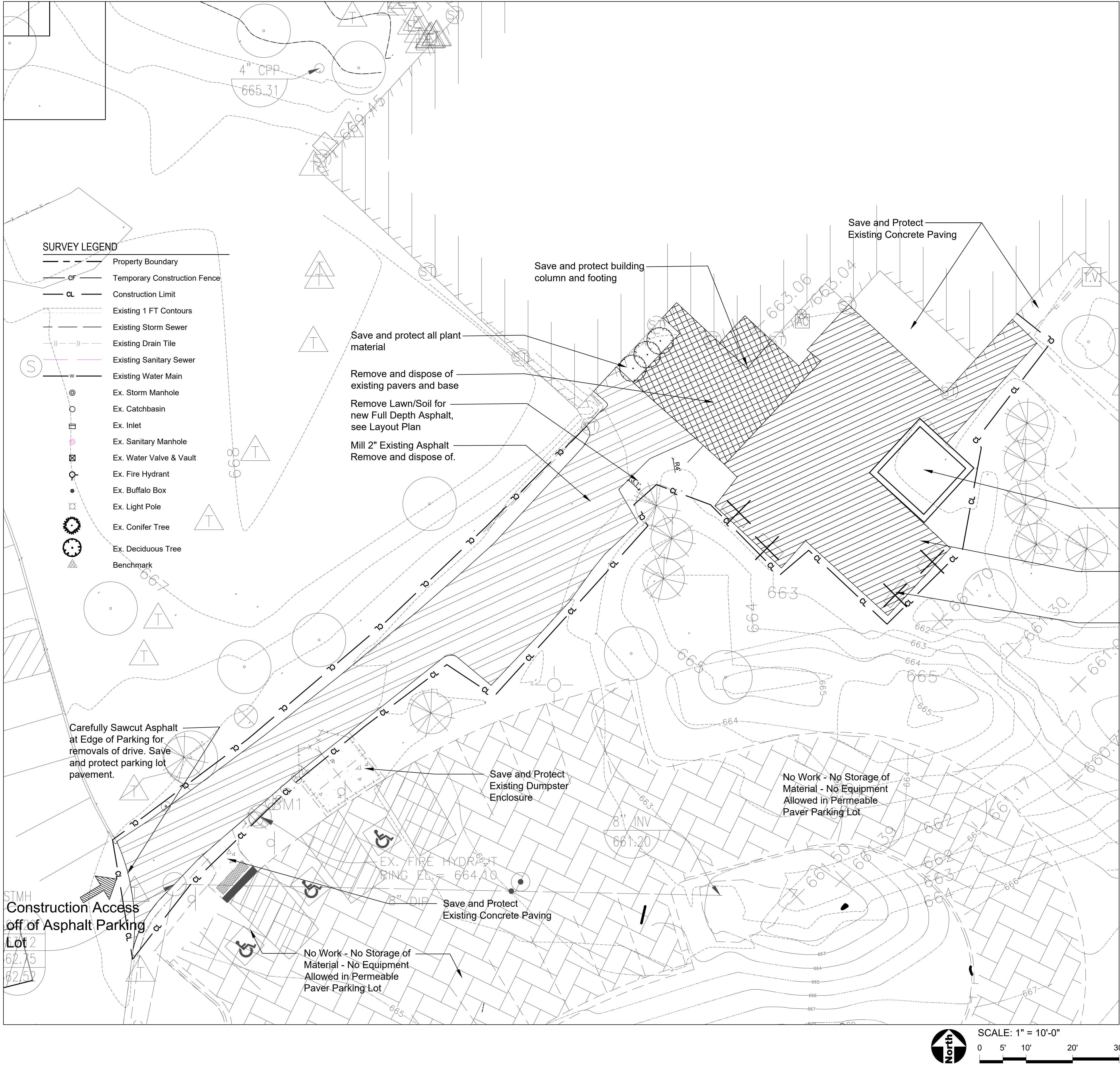
SHEET TITLE  
**Title Sheet**

SHEET NUMBER



800.892.0123





1450 Forest Gate Rd  
Oak Brook, Illinois 60523  
Phone: 630-990-4233

PROJECT

# Tennis Patio Renovation

1300 Forest Gate Rd  
Oak Brook, IL 60523

PROJECT TEAM

uplandDesign



**uplandDesign Ltd**

Landscape Architecture & Park Planning  
Chicago, Illinois 312-350-4088  
Plainfield, Illinois 815-254-0091  
uplandDesign.com

REVISIONS

NO.	DESCRIPTION	DATE

ORIGINAL ISSUE DATE

**Issued for Bid** 24FEB2023

PROJECT NUMBER

**1129**

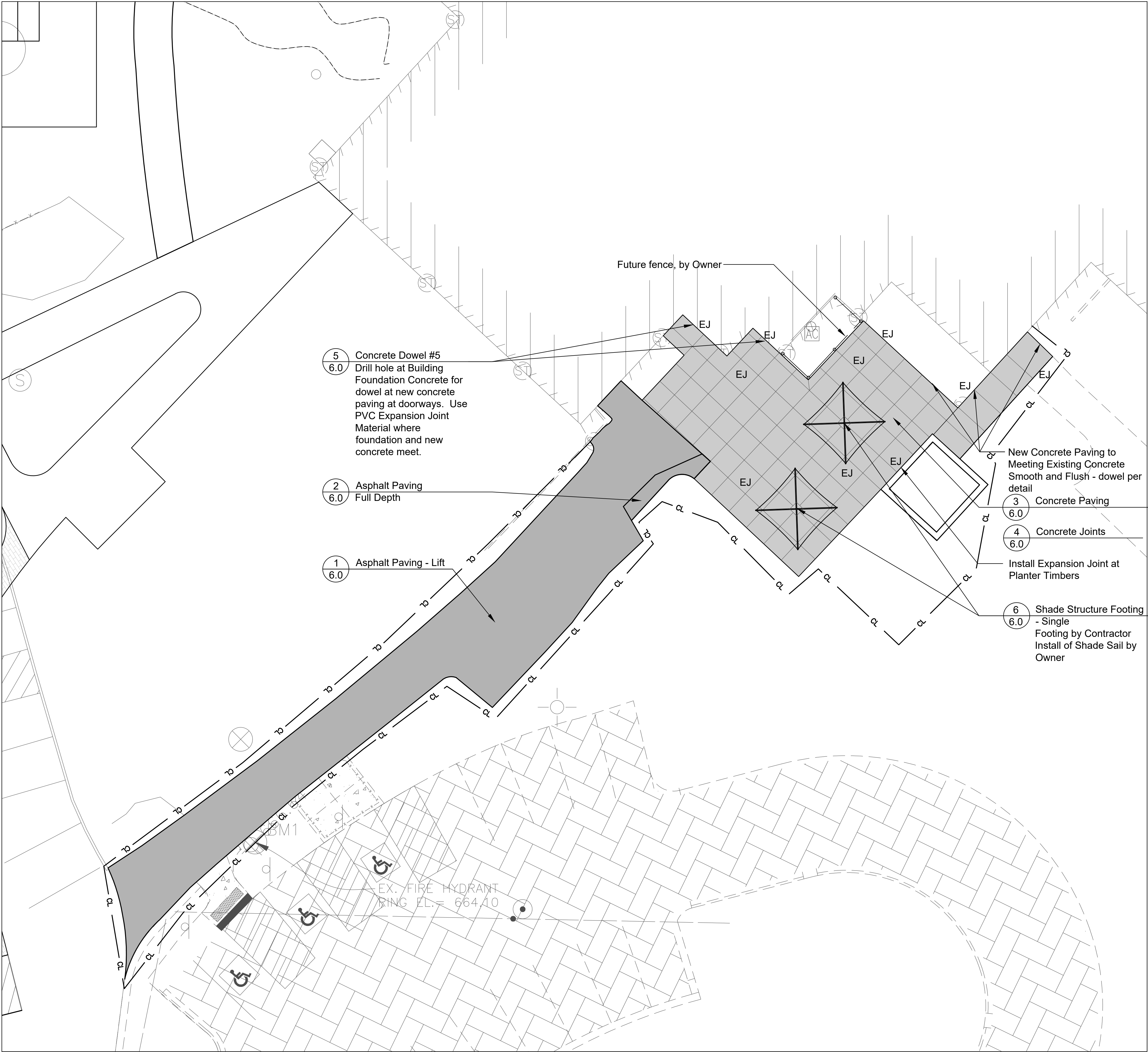
SHEET TITLE

## Existing Conditions & Removals Plan

SHEET NUMBER

**2.0**





- GENERAL NOTES: LAYOUT
1. It is the responsibility of the Contractor to perform layout of all project elements and points for review by Owner prior to construction. (This work is considered incidental to the project and not paid as a separate bid item).
  2. The contractor shall be responsible for all materials and quantities as required to complete the work in accordance with the plans and specifications. The contractor will notify the Owner's Representative in writing of any discrepancies or changes required to complete the work before any action may be taken. All changes or change orders must be approved by the Owner's Representative and Owner before any changes are executed.
  3. Contractor shall follow Village of Oak Brook permit requirements as part of the project.

- REFERENCED SPECIFICATIONS AND CODES
1. The Americans with Disabilities Act and the Illinois Accessibility Code.
  2. The Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, and IEPA Standards and Specifications for Soil Erosion and Sedimentation Control.
  3. U.S. Soil Conservation Service Field Engineering Handbook
  4. All codes and ordinances of the Village of Oak Brook, Illinois Department of Natural Resources, DuPage County Soil and Water Conservation Districts, and all agencies having jurisdiction.
  5. All requirements of the Occupational Safety and Health Administration.
  6. The cited standard specifications, codes and permits, with these construction plans and details, are all to be considered part of the work, incidental items or accessories necessary to complete this work may not be specifically noted but are considered a part of these improvements.
  7. In case of conflict, the more restrictive provision shall apply.

- LEGEND
- Concrete Paving
  - Asphalt Paving
  - EJ Concrete Expansion Joints
  - CL Construction Limits



1450 Forest Gate Rd  
Oak Brook, Illinois 60523  
Phone: 630-990-4233

PROJECT

# Tennis Patio Renovation

1300 Forest Gate Rd  
Oak Brook, IL 60523

PROJECT TEAM

uplandDesign

**uplandDesign Ltd**

Landscape Architecture & Park Planning  
Chicago, Illinois 312-350-4088  
Plainfield, Illinois 815-254-0091  
uplandDesign.com

REVISIONS


ORIGINAL ISSUE DATE  
**Issued for Bid** 24FEB2023

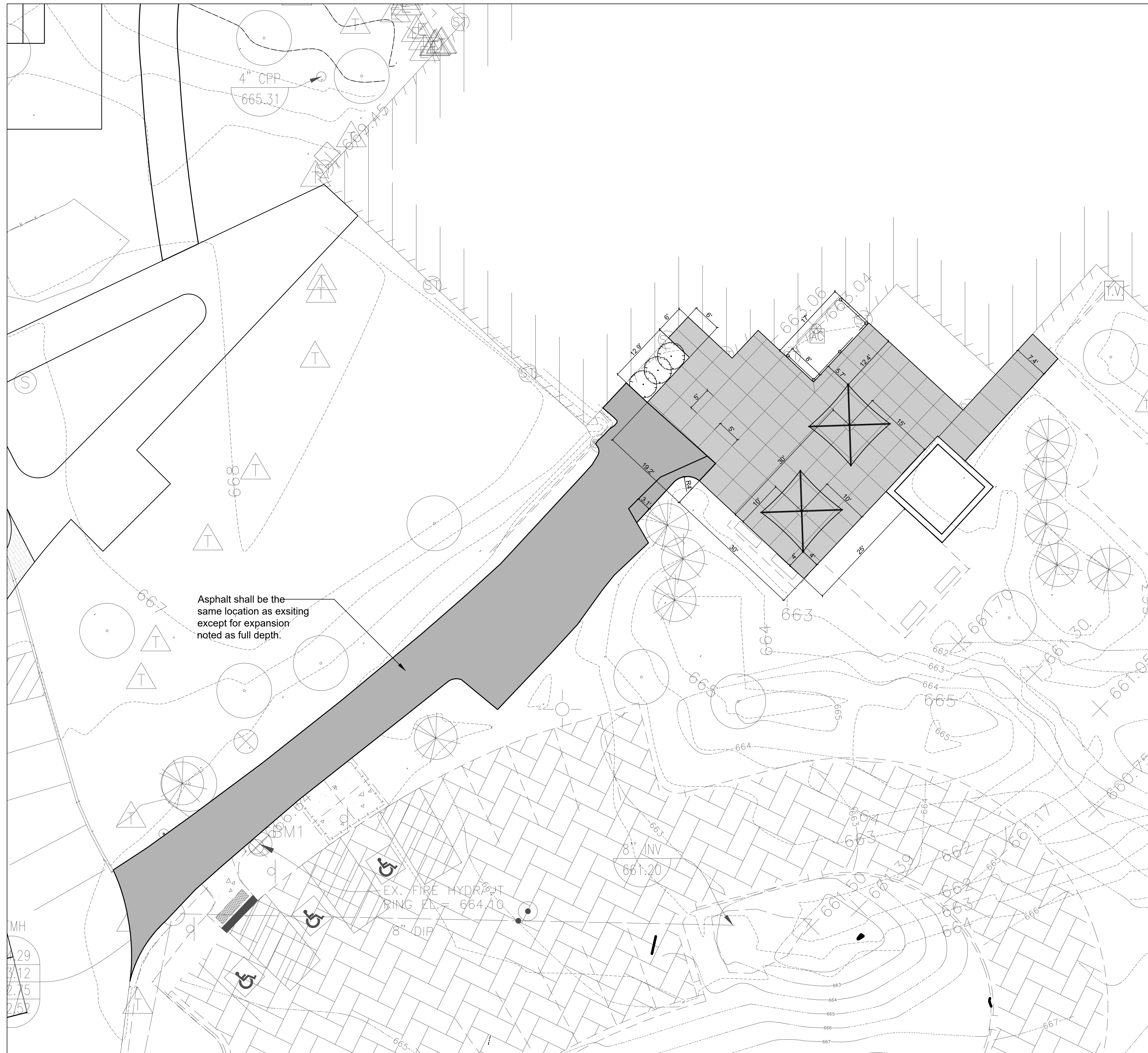
PROJECT NUMBER  
**1129**

SHEET TITLE

Layout Plan

SHEET NUMBER





GENERAL NOTES: DIMENSION

1. Layout of equipment is to center of post.
2. Paving radii shall be formed completely and shall smoothly transition into tangents and adjoining lines. Dimensions are to face of curb and edge of pavement unless otherwise specified.
3. Dimensions are in feet or degrees. Dimensions are perpendicular & parallel unless otherwise noted.
4. See Layout Plan, Sheet 3.0 for additional general notes and referenced specifications and codes.
5. Contractor shall perform all construction layout for the project. Contractor will be provided with an electronic file in AutoCAD format to assist with layout. Neither the Owner nor their representative shall be responsible for setting additional layout points.



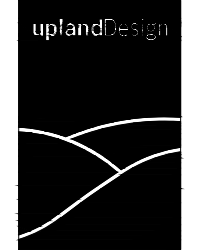
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PROJECT

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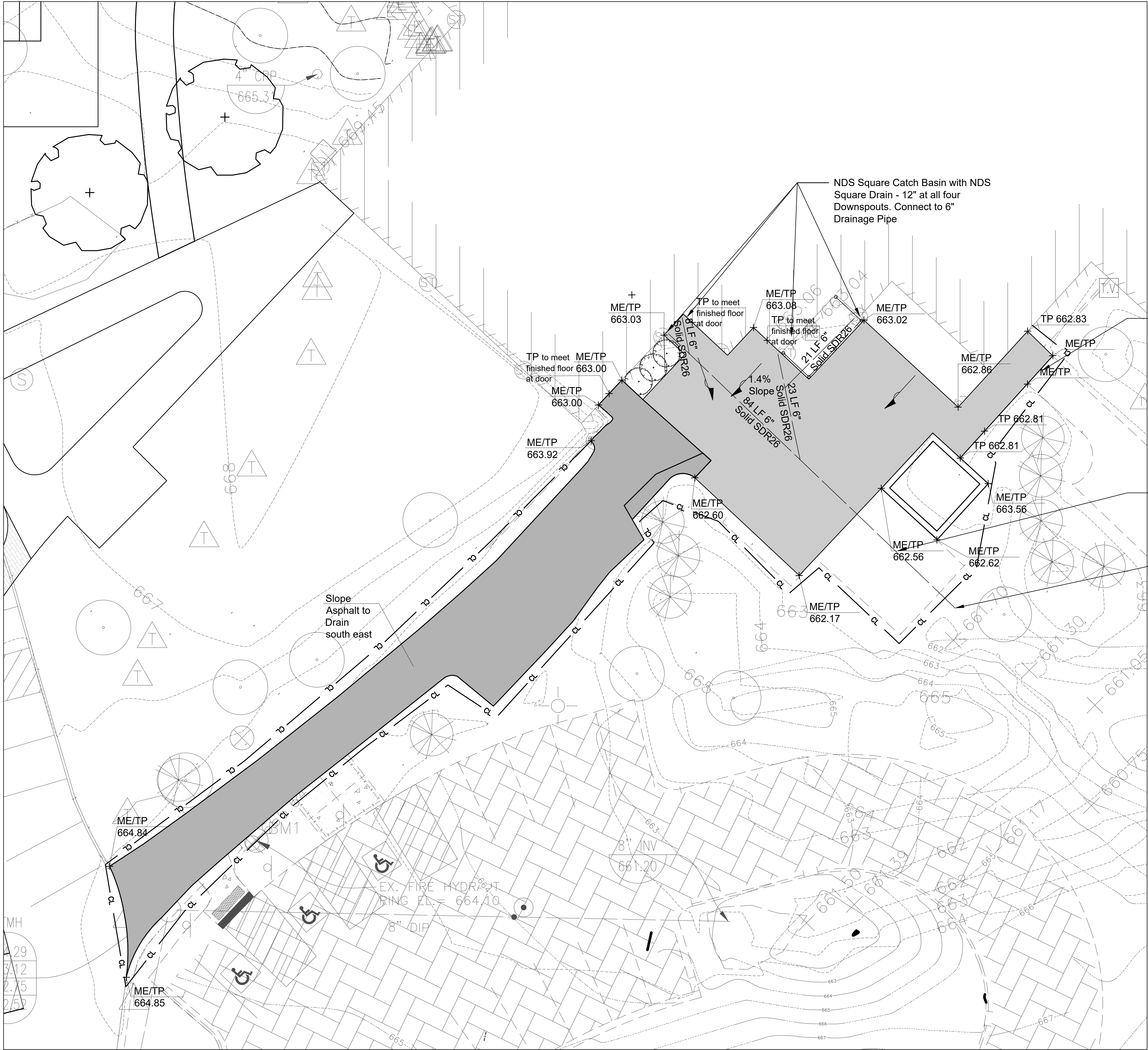
SHEET TITLE

# Dimension Plan

SHEET NUMBER

## 4.0





- GENERAL NOTES: GRADING
1. Finished surfaces to be smooth and even with no abrupt or awkward changes in grade. Paving to meet adjacent grades flush and smooth.
  2. Contractor shall restore all areas disturbed as a result of construction.
  3. All walks, drives and paved areas are to follow ADA per incorporated specifications. Any deviation shall be removed and reinstalled to follow this law.
  4. All paving shall not exceed 1.9% in any direction. Contractor shall slope all walks and slabs to eliminate ponding. ADA Turning Radius paving shall be less than 2% in all directions.
  5. This work shall include the excavation, stockpile, and placement of topsoil and suitable excavated material along with removal of all excess topsoil and debris off site and dispose of legally.
  6. Follow the Illinois Procedures and Standards for Urban Soil Erosion and Sedimentation Control, IEPA Standards and Specifications for Soil Erosion and Sedimentation Control, and U.S. Soil Conservation Service Field Engineering Handbook.
  7. Transitions between paving types (i.e. concrete to asphalt) shall be smooth. Transitions not to exceed 1/8" vertical or horizontal difference.

New Concrete Paving to Meeting Existing Pavement Smooth and Flush

Topsoil fill at removed paving areas, slope to drain into existing swale to south east.

7  
6.0 Mitered Drain

- LEGEND
- 681 --- Existing Contour Line
  - 681 — Proposed Contour Line
  - + 665.35 Existing Spot Elevation
  - + 689.66 Proposed Spot Elevation
  - 2% Drainage Flow Direction
  - CL Construction Limits / Construction Fence

INDEX OF ACRONYMS AND ABBREVIATIONS

- HP - High Point
- INV - Pipe Invert Elevation
- LP - Low Point
- ME - Match Existing Elevation
- RIM - Top of Rim Elevation
- TC - Top of Curb
- TP - Top of Pavement
- TW - Top of Wall



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SHEET TITLE

## Grading & Restoration Plan


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5.0





# Tennis Patio Renovation

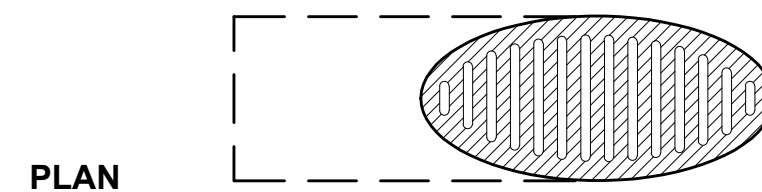
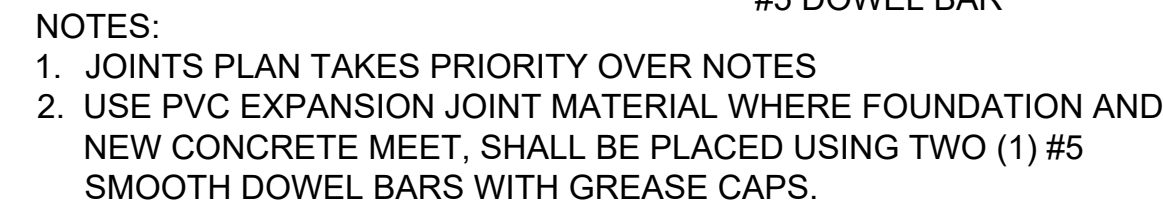
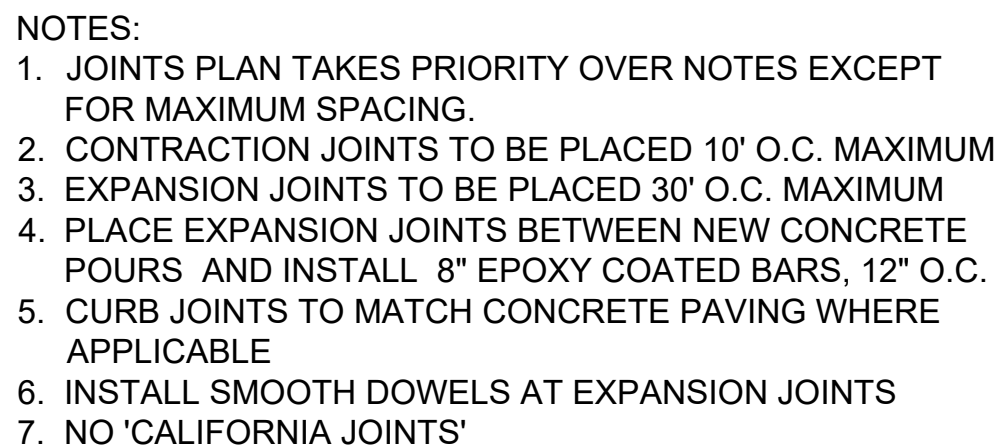
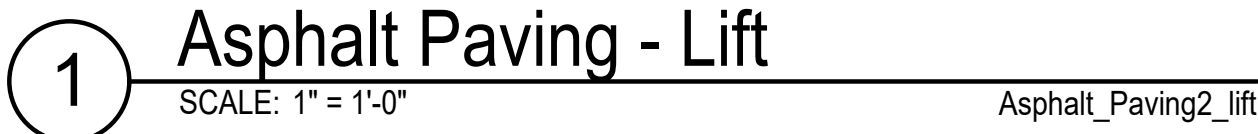


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1129

## Construction Details

# 6.0



# Technical Specifications

## **SECTION 01 1300**

### **SUBMITTALS**

#### **1.0 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

#### **2.0 CONTRACTOR PAYOUTS AND LIEN WAIVERS**

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

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

#### **3.0 SURVEY DATA**

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

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

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

#### **4.0 SHOP DRAWINGS, PRODUCT DATA, SAMPLES (SUBMITTALS)**

4.1 The contractual requirements for shop drawings, product data, and samples are specified in the General and Supplemental Conditions. The Contractor shall submit shop drawings, product data, and samples.

4.2 Within thirty (30) days after award of Contract, Contractor shall prepare a schedule of specific target dates for submission and return of Owner's Representative reviewed submittals required by Contract Documents.

4.3 No Portion of work requiring such submittal will be permitted to start until submission has been reviewed by the Owner's Representative. Changes or modification to Contract Documents shall not be initiated by corrections to submittals.

4.4 Submittals which reflect major design changes to the Contract Drawings or Specifications must be accompanied by a separate letter justifying change, and will require that a change order be executed prior to acceptance.

## 5.0 SUBMITTAL PROCEDURES BY CONTRACTOR

### 5.1 Shop Drawings

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

### 5.2 Product Data

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

### 5.3 Samples

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

## 6.0 DISTRIBUTION

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

## 7.0 SHOP DRAWINGS FILE TO OWNER

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

## END OF SECTION

**SECTION 01 2100**  
**SITE PREPARATION AND PROTECTION OF EXISTING FACILITIES**

**1.0 GENERAL**

**1.1 Description**

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

**2.0 PRODUCTS (not applicable)**

**3.0 EXECUTION**

**3.1 Safety of Operations**

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

**3.2 Protection and restoration of Items to Remain.**

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

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

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

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

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

### 3.4 Plant Damage Compensation

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

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

### 3.5 Removal Responsibility

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

END OF SECTION



## **SECTION 01 7300**

### **EXECUTION REQUIREMENTS**

#### 1.0 GENERAL

##### 1.1 Summary

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. General installation of products.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.

#### 2.0 PRODUCTS (Not Used)

#### 3.0 EXECUTION

##### 3.1 Examination

- A. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of storm sewer, and sanitary sewer.
  - 2. Verify location of existing water lines, electric and private utilities.
- B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of conditions.

##### 3.2 Preparation

- A. Field Measurements: Take field measurements as required to fit the Work properly. Re-check measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 Construction Layout

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

### 3.4 Field Engineering

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

### 3.5 Installation

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

### 3.6 Progress Cleaning

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

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

### 3.7 Protection of Installed Construction

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

### 3.8 Correction of the Work

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

### 3.9 Substantial Completion

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

END OF SECTION

**SECTION 01 7700**  
**PROJECT CLOSEOUT**

**1.0 CLEANING UP**

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

**2.0 AS-BUILT DRAWINGS/SPECIFICATIONS**

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

### 3.0 PUNCH LIST

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

### 4.0 MAINTENANCE AND OPERATION INSTRUCTION

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

### 5.0 GUARANTEES

- 5.1 The Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from the date of the final acceptance letter, except where certain guarantees are otherwise specified in writing to be longer than one year.
- 5.2 At the completions of the work, all such guarantees covering material, workmanship, maintenance, etc., as specified, shall be procured by the Contractor from the various suppliers and subcontractors, and forwarded to the Owner, together with a letter, addressed to the Owner, giving a summary of guarantees attached stating, the character of work, name of the Contractor, name of the material or equipment supplier, period of guarantee and condition of guarantee. This shall be done within fifteen (15) days of the punch list date.
- 5.3 Neither the final payment nor termination of the guarantee period, nor any provision in the Contract Documents, shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.
- 5.4 If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

END OF SECTION

## **SECTION 31 2000**

### **EARTHWORK**

#### **1.0 GENERAL**

##### **1.1 Description**

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

##### **1.2 Submittals**

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

#### **2.0 PRODUCTS**

##### **2.1 Fill Materials**

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

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

##### **2.2 Topsoil**

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

##### **2.3 Base Material**

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

### 3.0 EXECUTION

#### 3.1 Layout

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

#### 3.2 Stripping Topsoil

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

#### 3.3 Unsatisfactory Materials

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

#### 3.4 Excavation for Structures

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

#### 3.5 Dewatering

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

#### 3.6 Placing Fill

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

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

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

### 3.7 Compaction

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

### 3.8 Grade Tolerance

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

END OF SECTION



## **SECTION 32 1216** **ASPHALT PAVING**

### **1.0 GENERAL**

#### **1.1 Description**

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

#### **1.2 Code and Regulations**

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

#### **1.3 Submittals**

- A. Provide product data for each product specified
- B. Job-Mix Designs: For each job mix proposed.
  - 1. Job-mix design documentation shall include the amount of RAP material, by percentage of total mix, to be utilized.
  - 2. Job-mix design documentation shall clearly indicate source/origin of RAP material.
- C. Qualification Data: For IDOT qualified manufacturer.
- D. Material Certificates: For each paving material, from manufacturer
- E. Material Test Reports: For each paving material and mix.

### **2.0 MATERIALS**

#### **2.1 Crushed Aggregate Base**

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

#### **2.2 Prime Coat**

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

#### **2.3 Asphalt Binder Course**

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

## 2.4 Asphalt Surface Course

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

## 3.0 EXECUTION

### 3.1 Field Conditions

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

### 3.2 Methods

- A. Construction methods shall follow specifications described herein.

### 3.3 Protection of Vegetation

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

### 3.4 Restoration

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

END OF SECTION

**SECTION 32 1313**  
**CONCRETE PAVING - Fiber**

**1.0 GENERAL**

**1.1 Description**

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

**1.2 Submittals**

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

**2.0 MATERIALS**

**2.1 Crushed Aggregate Base**

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

**2.2 Concrete Materials**

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

**2.3 Metal Reinforcing**

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

**2.4 Fiber Reinforcing**

- A. Fiber reinforcing material to be SINTA F19 or approved equal, manufactured from 100% virgin polypropylene in a microfilament form and contain over 50 million individual fibers for each 1.0 lb/yd<sup>3</sup> dosed. Product shall be engineered specifically for use in concrete, alkali resistant, non-absorptive and completely non-corrosive. Product shall comply with ASTM Designation C 1116 Standard

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

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

## 2.5 Additives

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

## 2.6 Forms

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

## 2.7 Expansion Joint Material

- A. Expansion joint material shall meet the Illinois Department of Transportation Standard for Road and Bridge Construction, latest edition, Section 1051.00 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 Section 31 2000, EARTHWORK. The sub-grade or base shall be moistened just before the concrete is placed.

### 3.3 Forms

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

### 3.4 Reinforcement

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

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

### 3.5 Placing Concrete

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

### 3.6 Finishing

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

### 3.7 Sandblast Finish

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

### 3.8 Protection

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

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

### 3.9 Curing

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

### 3.10 Footings

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

END OF SECTION

## **SECTION 33 4616**

### **UNDERDRAINAGE**

#### **1.0 GENERAL**

##### **1.1 Summary**

- A. This Section covers provision and installation of Under Drains for the project.

#### **2.0 PRODUCTS**

- A. General: Furnish drainage pipe complete with bends, reducers, adapters, couplings, collars, and joint materials.
- B. Polyvinyl Chloride Pipe: ASTM D 2729.- Solid 6 inch diameter
- C. Filter Fabric
  - 1. Manufacturer's standard nonwoven geotextile fabric of polypropylene or polyester fibers, or a combination of them. Use "3401 Geofabric" by Typar or approved equal.
  - 2. Grates: NDS Catch Basin Grate: 12" Square Grate in Sand or Grey color with Square NDS Catch Basin and connector to pipe

##### **2.1 Materials**

- A. Backfill materials and their installation shall be as described in Section 31 2000 - Earthwork

#### **3.0 EXECUTION**

##### **3.1 Inspection**

- A. General: Examine subgrade surfaces to receive under drainage system to verify suitability. Do not begin installation until subsurface conditions are satisfactory to accept drainage system.

##### **3.2 Installation**

- A. Under Drainage System: Excavate for under drainage system after subgrade material has been compacted but before drainage fill course has been placed. Grade bottom of trench excavations to required slope and compact to a firm, solid bed for drain system.
- B. Apply a minimum 2" layer of compacted bedding material below the drain pipe, raising low areas and creating a firm base at the correct levels. Where unsatisfactory bearing soil occurs, excavate to a minimum depth of eight inches below the pipe invert and place compacted granular fill to reach invert levels.
- C. Laying Drain Pipe: Lay drain pipe on compacted bedding. Provide full bearing for each pipe section throughout its length to true grades and alignment, and continuous slope in direction of flow. Provide collars and couplings as required.
- D. Join and install PVC pipe as follows:
  - 1. Installation in accordance with ASTM D 2321.
- E. Testing Drain Lines: Test or check lines before backfilling to assure free flow. Remove obstructions, replace damaged components, and retest system until satisfactory. Owner must approve operation of system prior to covering it up.
- F. Fill to Grade: Apply fabric and backfill as required on plans.

END OF SECTION